WITHDRAWN

WITHDRAWN

TREATIES AND OTHER INTERNATIONAL AGREEMENTS OF THE UNITED STATES OF AMERICA 1776–1949

Compiled under the direction of

CHARLES I. BEVANS, LL. B.

Assistant Legal Adviser, Department of State

LU.S. Treaties etc.

Volume 5

AFGHANISTAN–
BURMA

DEPARTMENT OF STATE PUBLICATION 8543

Released October 1970

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price $9.75

JX 236
1968
.A5
V.5

FOREWORD

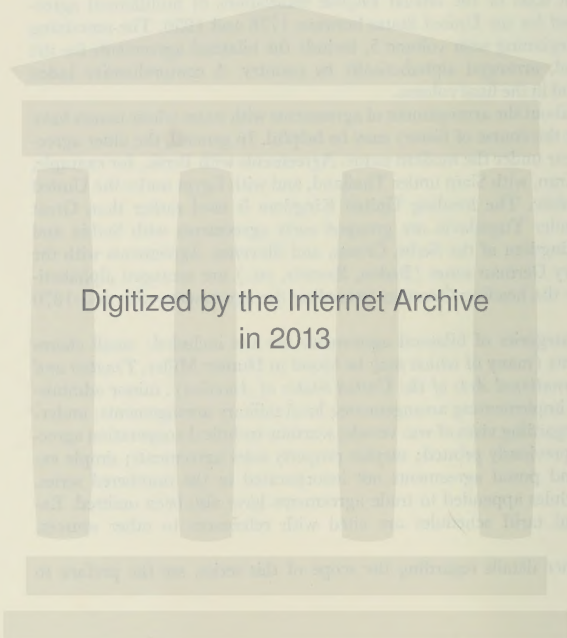
The first four volumes of this compilation contain, in chronological order, the English texts or the official English translations of multilateral agreements signed for the United States between 1776 and 1950. The remaining volumes, beginning with volume 5, include the bilateral agreements for the same period, arranged alphabetically by country. A comprehensive index will be found in the final volume.

A word about the arrangement of agreements with states whose names have changed in the course of history may be helpful. In general, the older agreements appear under the modern name. Agreements with Persia, for example, are under Iran, with Siam under Thailand, and with Egypt under the United Arab Republic. The heading United Kingdom is used rather than Great Britain. Under Yugoslavia are grouped early agreements with Serbia and with the Kingdom of the Serbs, Croats, and Slovenes. Agreements with the 19th-century German states (Baden, Bavaria, etc.) are arranged alphabetically under the heading Germany preceding the agreements with post-1870 Germany.

A few categories of bilateral agreements are not included: small claims arrangements (many of which may be found in Hunter Miller, *Treaties and Other International Acts of the United States of America*); minor administrative and implementing arrangements; local military arrangements; understandings regarding visits of war vessels; wartime technical cooperation agreements not previously printed; surplus property sales agreements; simple extensions; and postal agreements not incorporated in the numbered series. Tariff schedules appended to trade agreements have also been omitted. Extensions and tariff schedules are cited with references to other sources, however.

For further details regarding the scope of this series, see the preface to volume 1.

61298



Digitized by the Internet Archive
in 2013

http://archive.org/details/treatiesotherint05unit

CONTENTS[1]

		Page
	Foreword	iii
	Afghanistan	
March 26, 1936	Friendship; diplomatic and consular representation	1
February 29, 1944	Exchange of publications	3
	Albania	
June 23 and 25, 1922	Passports, naturalization, most-favored-nation treatment	6
May 7, 1926	Waiver of visa fees for nonimmigrants	12
October 22, 1928	Arbitration	14
October 22, 1928	Conciliation	17
April 5, 1932	Naturalization	20
March 1, 1933	Extradition	22
April 11, 1945	Relief assistance	28
	Algiers	
September 5, 1795	Peace and amity	32
June 30 and July 3, 1815	Peace	45
December 22 and 23, 1816	Peace and amity	51
	Argentina	
July 10, 1853	Navigation of Paraná and Uruguay Rivers	58
July 27, 1853	Friendship, commerce, and navigation	61
September 26, 1896	Extradition	67
April 28–September 3, 1934	Copyright	72
September 12, 1939	Military aviation mission	78

[1] In order to provide a complete chronological list of agreements entered into by the United States during the years covered in this volume, the table of contents includes citations to several agreements which are not printed in this compilation because they entered into force for the United States after 1949 and are therefore contained in the series entitled *United States Treaties and Other International Agreements* (UST). For a more detailed explanation of the scope of these volumes, see the preface to volume 1 and the foreword on p. iii of this volume.

Argentina—Continued

		Page
September 30 and October 17, 1939	Exchange of publications	83
June 29, 1940	Military aviation mission	96
October 14, 1941	Reciprocal trade	102
April 15, 1942	Waiver of visa fees for nonimmigrants	117
June 23 and September 2, 1943	Military aviation mission	120
May 9, 1945	Fuel and vegetable oils	122
September 19, 1946	Vegetable oils	131
October 6, 1948	Military advisory mission	134

Australia

May 27, 1936	Tenure and disposition of real and personal property	140
September 6, 1940	Advancement of peace	143
September 3, 1942	Lend-lease	146
March 31, July 17, and September 16, 1942	Military service	150
November 10, 1942, and May 10, 1944	Jurisdiction over prizes	155
March 8, 1945	Maritime claims and litigation (Knock-for-Knock Agreement)	159
June 7, 1946	Lend-lease settlement	164
December 3, 1946	Air transport services	170
March 10, 1947	Air services: facilities at Eagle Farm and Amberley, Queensland	181
March 6 and April 4, 1947	Cooperative mapping	183
November 26, 1949	Financing of educational and cultural program	187
December 29, 1949	Copyright	194

Austria (See also Austria-Hungary)

August 27, 1829	Commerce and navigation	202
May 8, 1848	Commerce and navigation	207
July 3, 1856	Extradition	211
December 24, 1863	Tobacco	214
August 24, 1921	Establishing friendly relations	215
November 26, 1924	Claims: war losses (For text, see TS 730, *ante*, vol. 2, p. 501.)	336

Austria—Continued

		Page
January 12, 1926	Reduction of visa fees for nonimmigrants	337
June 19, 1928	Friendship, commerce, and consular rights	341
August 16, 1928	Arbitration	353
August 16, 1928	Conciliation	356
January 31, 1930	Extradition	358
May 8, 1930	Debt funding	365
January 20, 1931	Friendship, commerce, and consular rights	372
April 10 and July 24, 1931	Narcotic drugs	373
September 14, 1932	Debt funding	376
May 19, 1934	Extradition	378
June 21, 1947	Settlement of certain war accounts and claims	380
June 21, 1947	Occupation costs of United States Forces in Austria	383
June 25, 1947	Relief assistance	387
October 8, 1947	Air transport services	393
January 2, 1948	Assistance to the people of Austria	400
July 2, 1948	Economic cooperation	404
July 2, 1948	Most-favored-nation treatment for areas under occupation or control	417
February 3 and 11, 1949	Relief assistance	419
March 11 and 23, 1949	Exchange of publications	422
July 1, 1949	Finance: counterpart funds	424
June 10 and 28 and July 12, 1949	Waiver of visas and visa fees for nonimmigrants	426

Austria-Hungary

July 11, 1870	Rights, privileges, and immunities of consular officers	429
September 20, 1870	Naturalization	437
November 25, 1871	Trademarks	440
January 15, 1909	Arbitration	442
January 30, 1912	Copyright	444
May 6, 1914	Arbitration	446

Belgium

		Page
November 10, 1845	Commerce and navigation	448
July 17, 1858	Commerce and navigation	454
December 21, 1859	Postal convention	459
May 20, 1863	Commerce and navigation	468
July 20, 1863	Extinguishing the Scheldt dues	471
November 16, 1868	Naturalization	476
December 5, 1868	Rights, privileges, and immunities of consular officers	478
December 20, 1868	Trademarks	483
March 19, 1874	Extradition	485
March 8, 1875	Commerce and navigation	489
March 9, 1880	Rights, privileges, and immunities of consular officers	494
June 13, 1882	Extradition	501
April 7, 1884	Trademarks	506
October 26, 1901	Extradition	508
November 27, 1905	Protection of trademarks in China	514
July 5 and September 6, 1918	Military penal jurisdiction	517
September 2–November 10, 1919	Military penal jurisdiction	519
February 13 and 15, 1922	War graves	521
April 18, 1923, and January 21, 1924	United States and Belgian rights in Ruanda-Urundi	523
August 18, 1925	Debt funding	531
December 9, 1925	Smuggling of intoxicating liquors	539
April 2 and 8, 1927	Waiver of visas and visa fees for non-immigrants	543
February 6 and June 13, 1928	Narcotic drugs	545
March 20, 1929	Arbitration	547
March 20, 1929	Conciliation	549
October 4, 1929	Battle monuments	551
November 26 and December 15, 1930	Waiver of visas and visa fees for non-immigrants	554
October 7, 1931, and February 4 and April 19, 1932	Recognition of load-line certificates	556

Belgium—Continued

		Page
June 10, 1932	Debt funding	561
October 22, 1932	Certificates of airworthiness for imported aircraft	564
June 20, 1935	Extradition	566
January 28, 1936	Double taxation: shipping profits	568
June 16, 1942	Lend-lease	571
March 31–October 16, 1942	Military service	575
January 30, 1943	Lend-lease	582
March 31–August 4, 1943	Jurisdiction over criminal offenses committed by U.S. Armed Forces in Belgian Congo	585
May 16, 1944	Civil affairs: administration and jurisdiction	590
April 17 and 19 and May 19, 1945	Lend-lease: supplies and services	594
April 17 and 19, 1945	Lend-lease: principles applying to aid to U.S. Armed Forces	606
February 1, 1946	Air transport services	612
April 2, 1946	Civil affairs: war material and property	615
April 5, 1946	Air transport services	620
September 24, 1946	Lend-lease settlement	631
March 27, 1946–February 3, 1947	Waiver of visa fees for nonimmigrants	651
June 6 and July 23, 1947	War graves and battle monuments	654
April 29, 1948	Civil affairs: status and facilities to be accorded U.S. Forces engaged in occupation of Germany and Austria	661
February 26 and May 28, 1948	Customs privileges for foreign service personnel	670
July 2, 1948	Most-favored-nation treatment for areas under occupation or control	676
July 2, 1948	Economic cooperation	678
October 8, 1948	Financing of cultural and educational programs	692
October 12 and 26, 1948	Visas: waiver for American citizens and extension of period of validity for Belgian citizens	698

219-949 70 2

Belgium—Continued

		Page
October 28, 1948, and September 9, 1952	Double taxation: taxes on income (For text, see 4 UST 1647; TIAS 2833.)	702
November 22 and 29, 1948	Economic cooperation	703
January 17 and 31, 1949	War graves and battle monuments	705
May 12, 1949	Lend-lease settlement	708
December 5, 1949–March 12, 1951	Claims: war damage (For text, see 2 UST 943; TIAS 2248.)	709

Belgo-Luxembourg Economic Union

February 27, 1935	Reciprocal trade	710
May 4 and July 11, 1946	Special tariff position of Philippines	715
October 30, 1947	Reciprocal trade	718

Bolivia

May 13, 1858	Peace, friendship, commerce, and navigation	721
April 21, 1900	Extradition	735
January 22, 1914	Advancement of peace	740
September 4, 1941	Military aviation mission	743
December 6, 1941	Lend-lease	749
January 26 and 31, 1942	Exchange of publications	753
July 15 and 16, 1942	Health and sanitation program	759
August 11, 1942	Military mission	762
August 1 and 8, 1944	Health and sanitation program	768
September 5 and 7, 1944	Cooperative education program (For text, see 2 UST 412; TIAS 2181.)	771
May 4 and June 10, 1946	Special tariff position of Philippines	772
January 2 and 29, 1947	Certificates of airworthiness for export	774
December 30, 1946, and May 16, 1947	Agricultural experiment station (For text, see 2 UST 2275; TIAS 2353.)	777
August 26 and November 3, 1947	Civil aviation mission	778
May 17 and June 4, 1948	Agricultural experiment station (For text, see 3 UST 2982; TIAS 2483.)	783
July 1 and 14, 1948	Health and sanitation program	784
July 6 and August 9, 1948	Cooperative education program (For text, see 2 UST 415; TIAS 2182.)	787
September 29, 1948	Air transport services (For text, see 14 UST 2209; TIAS 5507.)	787

Bolivia—Continued

		Page
August 1, 1947, and May 16, 1949	Cooperative education program (For text, see 2 UST 409; TIAS 2181.)	787
July 28 and 29, 1949	Health and sanitation program	788
July 28 and 29, 1949	Cooperative education program (For text, see 2 UST 418; TIAS 2183.)	791
	Brazil	
December 12, 1828	Peace, friendship, commerce, and navigation	792
January 27, 1849	Claims	804
September 24, 1878	Trademarks	807
May 14, 1897	Extradition	808
September 6, 1902	Arbitration of claim of George C. Benner, et al.	814
April 27, 1908	Naturalization	816
January 23, 1909	Arbitration	818
July 24, 1914	Advancement of peace	820
November 6, 1922	Naval mission	823
October 18, 1923	Most-favored-nation treatment in customs matters	829
May 26, 1927	Naval mission	831
March 5, 1929–September 1, 1930	Double taxation: shipping profits	832
June 25, 1932	Naval mission	837
May 10, 1934	Military mission	842
July 21 and 23, 1934	Military mission	847
February 2, 1935	Reciprocal trade	849
June 20 and October 29, 1935	Military mission	860
May 27, 1936	Naval mission	862
November 12, 1936	Military mission	868
December 16 and 17, 1937	Waiver of visa fees for nonimmigrants	874
November 12, 1938	Military mission	877
June 15 and 24, 1940	Exchange of publications	883
October 11, 1940	Customs privileges for foreign service personnel	897
January 17, 1941	Military and military aviation mission	899
October 1, 1941	Lend-lease	905
March 3, 1942	Lend-lease	909
March 3, 1942	Mobilization of productive resources	913

Brazil—Continued

		Page
March 3, 1942	Rubber production	916
March 14, 1942	Health and sanitation program	919
May 7, 1942	Naval mission	922
July 17, 1942	Health and sanitation program in Amazon Valley	928
September 3, 1942	Foodstuffs production	932
September 30, 1942	Chartering of vessels	936
December 7, 1942	Chartering of vessels	949
February 10, 1943	Health and sanitation program in Rio Doce Valley	952
January 23, April 28, and May 24, 1943	Military service	955
November 9 and 25, 1943	Health and sanitation program	960
December 21, 1943	Rice	969
April 14, 1944	Return of chartered vessels	983
July 28 and August 23, 1944	Health and sanitation program	986
September 29, 1944	Detail of naval officer to Brazil	991
July 20, 1945	Rice	996
January 21 and February 15, 1946	Rural education program	999
March 26 and April 5, 1946	Vocational industrial education program	1009
June 28, 1946	Lend-lease settlement	1019
September 6, 1946	Air transport services	1022
January 3–September 17, 1946	Naval mission	1034
December 23, 1946	Rice	1041
December 15, 1947, and February 2, 1948	Military personnel	1045
June 30, 1948	Reciprocal trade	1048
July 29, 1948	Military advisory mission	1050
July 23 and October 21 and 27, 1948	Vocational industrial education program	1055
November 26, 1948	Survey of mineral resources	1066
December 15 and 30, 1948	Health and sanitation program	1071
July 22 and August 31, 1949	Health and sanitation program	1074
August 23 and September 29, 1949	Vocational industrial education program	1077

Brunei

		Page
June 23, 1850	Peace, friendship, commerce, and navigation	1080

Bulgaria

November 23, 1923	Naturalization	1083
March 19, 1924	Extradition	1086
June 19 and 29, 1925	Reduction of visa fees for nonimmigrants	1092
January 21, 1929	Arbitration	1094
January 21, 1929	Conciliation	1097
August 18, 1932	Commercial relations	1100
June 8, 1934	Extradition	1103
January 5, 1938	Waiver of legalization on certificates of origin accompanying merchandise	1105

Burma

December 22, 1947	Financing of educational and cultural program	1108
January 26 and April 5, 1948	Exchange of publications	1116
December 18, 1948, and May 12, 1949	Financing of educational and cultural program	1119
September 28, 1949	Air transport services	1121

Afghanistan

FRIENDSHIP; DIPLOMATIC AND CONSULAR REPRESENTATION

Provisional agreement signed at Paris March 26, 1936
Entered into force March 26, 1936

49 Stat. 3873; Executive Agreement Series 88

THE UNDERSIGNED,

Mr. Jesse Isidor Straus, Ambassador Extraordinary and Plenipotentiary of the United States of America at Paris, and Ali Mohamed Khan, Minister of the Kingdom of Afghanistan at London, desiring to confirm and make a record of the understanding which they have reached in the course of recent conversations in the names of their respective Governments in regard to Friendship, and Diplomatic and Consular Representation, have signed this Provisional Agreement.

ARTICLE I

There shall be a firm and enduring peace and sincere friendship between the United States of America and its citizens, and His Majesty the King of Afghanistan, his successors and subjects, throughout all their territories and possessions.

ARTICLE II

The diplomatic representatives of each country shall enjoy in the territories of the other the privileges and immunities derived from generally recognized international law. The consular representatives of each country, duly provided with exequatur, will be permitted to reside in the territories of the other; they shall enjoy the honorary privileges and the immunities accorded to such officers by general international usage; and they shall not be treated in a manner less favorable than similar officers of any other foreign country.

ARTICLE III

The present stipulations shall become operative on the day of signature hereof and shall remain in effect until thirty days after notice of their termination shall have been given by the Government of either country.

ARTICLE IV

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed this Provisional Agreement, in duplicate, in the English and French languages, both texts having equal validity, at Paris, this twenty-sixth day of March, one thousand nine hundred and thirty-six.

JESSE ISIDOR STRAUS [SEAL]

ALI MOHAMMAD [SEAL]

EXCHANGE OF PUBLICATIONS

Exchange of notes at Kabul February 29, 1944
Entered into force February 29, 1944

58 Stat. 1393; Executive Agreement Series 418

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
Kabul, February 29, 1944.

No. 352

EXCELLENCY:

Referring to previous correspondence and conversations regarding the conclusion of an agreement between the Government of the United States of America and the Royal Government of Afghanistan for the partial exchange of official publications, I have the honor to express below our understanding of the bases on which such an exchange is to be effected.

There shall be an exchange of official publications between the Government of the United States of America and the Government of Afghanistan, which shall be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of the United States of America is the Smithsonian Institution. The official exchange office on the part of Afghanistan is the Afghan Academy.

2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; on behalf of Afghanistan by the Library of the Afghan Academy. Official publications shall be understood to include those published in printed or mimeographed form by the two Governments or their official agencies.

3. The Government of the United States shall furnish regularly one copy of each of the publications enumerated in the attached list headed "List 1". This list shall be extended to include, without the necessity of subsequent negotiation, any important publications that may be issued by any instrumentalities of the Government in the future.

4. The Government of Afghanistan shall furnish regularly one copy of each of the publications enumerated in the attached list headed "List 2". This list shall be extended to include, without the necessity of subsequent

negotiation, any important publications that may be issued by any instrumentalities of the Government in the future.

5. With respect to instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that important publications which they may issue in the future shall be furnished in one copy.

6. Neither Government shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters which are not of a public nature.

7. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

8. This agreement shall not be understood to modify any already existing exchange agreements between the various Government instrumentalities of the two countries.

Upon the receipt of an identical note from Your Excellency, my Government will consider that the foregoing agreement enters into effect.

I avail myself of this opportunity to renew to Your Excellency the expression of my highest consideration.

C. Van H. Engert

His Excellency
Ali Mohamed Khan,
Minister of Foreign Affairs,
Kabul.

LIST I

Official Publications To Be Furnished Regularly by the Government of the United States of America

Congress of the United States
Code of Laws and supplements
House Journal
Senate Journal

President of the United States
Annual messages to Congress

Department of Agriculture
Annual Report of the Secretary of Agriculture
Farmers' Bulletins
Yearbook

Department of Commerce
Annual Report of the Secretary of Commerce

Bureau of the Census
Abstracts
Reports
Statistical Abstract of the United States (annual)

Bureau of Foreign and Domestic Commerce
Foreign Commerce (weekly)
Foreign Commerce and Navigation of the United States (annual)
Survey of Current Business (monthly)
Trade Information Bulletins

National Bureau of Standards
Technical News Bulletin (monthly)

Weather Bureau
Monthly Weather Review

DEPARTMENT OF THE INTERIOR
Annual Report of the Secretary of the Interior

Fish and Wildlife Service
Bulletins
Investigational Reports

Bureau of Mines
Minerals Yearbook

National Park Service
General publications

DEPARTMENT OF LABOR
Annual Report of the Secretary of Labor

Bureau of Labor Statistics
Bulletins
Monthly Labor Review

DEPARTMENT OF THE NAVY
Annual Report of the Secretary of the Navy

Nautical Almanac Office
American Ephemeris and Nautical Almanac (annual)

DEPARTMENT OF STATE
Department of State Bulletin (weekly)
Executive Agreement Series
Inter-American Series
Foreign Relations of the United States (annual)
Statutes at Large
Treaty Series

DEPARTMENT OF THE TREASURY
Annual Report on the State of the Finances

Bureau of Internal Revenue
Annual Report of the Commissioner

Bureau of the Mint
Annual Report of the Director

Comptroller of Currency
Annual Report

DEPARTMENT OF WAR
Annual Report

DISTRICT OF COLUMBIA
Annual Report of the Government of the District of Columbia
Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY

Office of Education
Education for Victory (biweekly)

Public Health Service
Public Health Reports (weekly)

Social Security Board
Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY
Public Roads Administration
Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION
Annual Report

LIBRARY OF CONGRESS
Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
Annual Report with technical reports

NATIONAL ARCHIVES, THE
Annual Report

OFFICE OF WAR INFORMATION
Victory Bulletin (weekly)

POST OFFICE DEPARTMENT
Annual Report of the Postmaster General

SMITHSONIAN INSTITUTION
Annual Report

SUPREME COURT
United States Reports

UNITED STATES OFFICE OF EDUCATION
Principal publications

LIST II

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE ROYAL AFGHAN GOVERNMENT

NEWSPAPERS
"Islah" (daily)
"Anis" (daily)

PARLIAMENT
Regulations of the National Assembly and its Internal Rules
Afghan Laws in force

MINISTRY OF EDUCATION
"Ainah-i-Irfan" (monthly)
School Curricula
School Books

AFGHAN NATIONAL BANK
Statutes of the National Bank
"Pangha" (monthly)

BANK OF AFGHANISTAN
Statutes of the Bank of Afghanistan

MINISTRY OF FOREIGN AFFAIRS
Published Treaties and Conventions
List of Members of the Diplomatic Corps

MINISTRY OF NATIONAL ECONOMY
"Iqtesad" (monthly)

MINISTRY OF PUBLIC HEALTH
"Roghtiya" (monthly)
Announcements regarding contagious diseases

MINISTRY OF POSTS AND TELEGRAPHS
Publications regarding postal, telegraph and telephone rates

MINISTRY OF WAR
"Urdu-i-Afghan" (monthly)
Books printed by the Military College and Schools available to the public

AFGHAN ACADEMY (Pushtu Tolana)
"Kabul" (monthly)
"Salnameh-i-Kabul" (annual)
Books published by the Academy
"Ariana" (monthly) published by the Historical Section.

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
No. 1366 *February 29, 1944.*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's letter No. 352 of February 29, 1944, and referring to previous correspondence and conversations regarding the conclusion of an agreement between the Royal Government of Afghanistan and the Government of the United States of America for the partial exchange of official publications, I have the honor to express below our understanding of the bases on which such an exchange is to be effected.

There shall be an exchange of official publications between the Government of Afghanistan and the Government of the United States of America, which shall be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of Afghanistan is the Afghan Academy. The official exchange office on the part of the United States is the Smithsonian Institution.

2. The publications exchanged shall be received on behalf of Afghanistan by the Library of the Afghan Academy; on behalf of the United States of America by the Library of Congress. Official publications shall be understood to include those published in printed or mimeographed form by the two Governments or their official agencies.

3. The Government of the United States shall furnish regularly one copy of each of the publications enumerated in the attached list No. 1.[1] This list shall be extended to include, without the necessity of subsequent negotiation, any important publications that may be issued by any instrumentalities of the Government in the future.

4. The Government of Afghanistan shall furnish regularly one copy of each of the publications enumerated in list No. 2.[2] This list shall be extended to include, without the necessity of subsequent negotiation, any important

[1] See p. 4.
[2] See p. 6.

publications that may be issued by any instrumentalities of the Government in the future.

5. With respect to instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that important publications which they may issue in the future shall be furnished in one copy.

6. Neither Government shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters which are not of a public nature.

7. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

8. This agreement shall not be understood to modify any already existing exchange agreements between the various Government instrumentalities of the two countries.

In issuing this note my Government considers that the foregoing agreement for the exchange of official publications enters into effect.

I avail myself of this opportunity to renew to Your Excellency the expression of my highest consideration.

ALI MOHAMED

His Excellency
C. VAN H. ENGERT
Minister of the United States of America,
Kabul.

Albania

PASSPORTS, NATURALIZATION, MOST-FAVORED-NATION TREATMENT

Exchange of notes at Tirana June 23 and 25, 1922
Entered into force July 28, 1922 [1]

1925 For. Rel. (I) 511

The American Commissioner to the President of the Council and Minister of Foreign Affairs

TIRANA, ALBANIA,
June 23, 1922.

MR. PRIME MINISTER:

During informal conversations which I have had the honor of holding with Your Excellency, in my unofficial capacity as American Commissioner, assurances were offered that the authorities of the Albanian State, under a decree of the Regents, would be instructed by your government to duly recognize, throughout Albanian territory, all passports issued by the American Secretary of State, especially those carried by persons of Albanian origin who have acquired American nationality in conformity with the laws of the United States of America.

It may be found useful for me, on my part, to reiterate at this time points of view which I have already explained to Your Excellency concerning the attitude of the Department of State, in the interpretation and application of laws affecting naturalization in the United States, which is, to wit, that a naturalized citizen who returns to his country of origin and there resides continuously for a period of more than two years, shall be considered to have expatriated himself and thereby to have ceased any longer to be entitled to the rights of American citizenship, unless (a) such residence in his country

[1] Date of U.S. recognition of Albania.

of origin is for the purpose of trading directly and principally with the United States, or (b) to enable him to pursue studies or engage in missionary or other legitimate cultural and philanthropical work, or (c) because a state of poor health prevents his immediate return to the United States. The right of a naturalized citizen to benefit by any of these exceptions must be proven in each case by the submission of satisfactory evidence to the Department of State.

It would be a further source of gratification to me to be able to draw to the attention of my government the fact that similar assurances had been given by the Government of Albania that favored-nation treatment also would be accorded American interests in Albania, coincident with an initiation of formal diplomatic relations between the Government of Albania and that of the United States of America; and that the Albanian Government will include this provision as a treaty clause in any future commercial convention that may be drawn up between Albania and the American Government.

In connection with the above, for the completion of the archives of this Commission, I venture to suggest the propriety of our confirming these understandings by an exchange of written communications.

Please accept, Mr. Prime Minister, the assurances of my highest consideration.

MAXWELL BLAKE
American Commissioner

His Excellency DJAFER UPI,
President of the Council and
Minister of Foreign Affairs,
Tirana.

The President of the Council and Minister of Foreign Affairs to the American Commissioner

MINISTÈRE DES AFFAIRES ETRANGÈRES
D'ALBANIE
Tirana, le 25 Juin 1922

No. 1542

MR. COMMISSIONER:

In response to your letter of June 23, 1922, I beg to state that the Albanian Government feels the utmost satisfaction to enter into correspondence with the unofficial representative of the United States Government, which more than once has saved Albania from partition and utter destruction, by pleading her cause during most critical periods of her history.

In connection with the two points you bring forth in your letter as needing settlement, before you could take any steps in favor of the official recognition

of the Government of Albania by that of the United States, allow me to communicate to you that:

1. The Albanian Government will recognize the passports given by the authorities of the United States of America, to persons of Albanian origin, who are naturalized Americans, in conformity with the American laws concerning nationalities.

2. In case a commercial treaty is concluded between the Government of the United States of America and that of Albania, the latter promises to insert in the said treaty, the most favored nation clause. Meanwhile, following the official recognition of the Government of Albania by that of the United States, and pending the conclusion of the treaty above mentioned, the American interests in Albania will receive the most favored nation treatment.

Furthermore the Albanian Government is ready to show all kinds of facilities to the installation of the American capital in Albania, as well as to accord concessions to American concerns.

Please accept, Mr. Commissioner, the assurances of my highest consideration.

DJAFER UPI
The President of the Council and Minister of Foreign Affairs ad interim [SEAL]

Honourable MAXWELL BLAKE,
American Commissioner,
Tirana

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Tirana May 7, 1926
Entered into force May 7, 1926; operative June 1, 1926

Department of State files

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
TIRANA, ALBANIA.
May 7, 1926.

No. 113

MR. MINISTER:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Tirana on behalf of the Government of the United States and the Government of the Albanian Republic with reference to the reciprocal waiver of non-immigrant visa fees:

"The Government of the United States will, from the first of June, 1926, collect no fee for visaing passports or executing applications therefor in the case of citizens or subjects of Albania desiring to visit the United States (including the insular possessions) who are not 'immigrants' as defined in the Immigration Act of the United States of 1924; [1] namely, '(1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation;' it being agreed also that from the same date the Government of the Albanian Republic will collect no fee for visaing passports or executing applications therefor in the

[1] 43 Stat. 153.

case of non-immigrant citizens of the United States of like classes desiring to visit Albania or its possessions.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CHARLES C. HART [SEAL]

To His Excellency
HUSSEIN VRIONI,
Minister for Foreign Affairs,
Tirana.

The Minister of Foreign Affairs to the American Minister

MINISTÈRE DES AFFAIRES ETRANGÈRES
D'ALBANIE
Tirana, le 7 Mai 1926.

No. 925

SIR:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Tirana on behalf of the Government of the United States and the Government of the Albanian Republic with reference to the reciprocal waiver of non-immigrant visa fees:

[For text of statements, see U.S. note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

H. VRIONI [SEAL]
Minister for Foreign Affairs
of the Albanian Republic

To the Honorable
CHARLES C. HART,
American Minister,
Tirana.

ARBITRATION

Treaty signed at Washington October 22, 1928
Senate advice and consent to ratification December 18, 1928
Ratified by Albania December 27, 1928
Ratified by the President of the United States January 4, 1929
Ratifications exchanged at Washington February 12, 1929
Entered into force February 12, 1929
Proclaimed by the President of the United States February 12, 1929

45 Stat. 2728; Treaty Series 770

The President of the United States of America and His Majesty the King of the Albanians

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America, and

His Majesty the King of the Albanians:

Mr. Faïk Konitza, Envoy Extraordinary and Minister Plenipotentiary of Albania in the United States of America;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

Article I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one

against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,[1] or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Albania in accordance with its constitutional laws.

Article II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Albania in accordance with the Covenant of the League of Nations.

Article III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Albania in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Albanian languages, the English text to have

[1] TS 536, *ante*, vol. 1, p. 577.

authority in case of conflict between the two texts, and hereunto affixed their seals.

Done at Washington the twenty-second day of October in the year one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

FAÏK KONITZA [SEAL]

CONCILIATION

Treaty signed at Washington October 22, 1928
Senate advice and consent to ratification December 20, 1928
Ratified by Albania December 27, 1928
Ratified by the President of the United States January 4, 1929
Ratifications exchanged at Washington February 12, 1929
Entered into force February 12, 1929
Proclaimed by the President of the United States February 12, 1929

45 Stat. 2732; Treaty Series 771

The President of the United States of America and His Majesty the King of the Albanians, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Albanians:

Mr. Faïk Konitza, Envoy Extraordinary and Minister Plenipotentiary of Albania in the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Albania, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

The International Commission shall be composed of five members to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Albania in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Albanian languages, the English text to have authority in case of conflict between the two texts, and hereunto affixed their seals.

Done at Washington the twenty-second day of October, in the year one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]
FAÏK KONITZA [SEAL]

219 919—70——3

NATURALIZATION

Treaty signed at Tirana April 5, 1932
Senate advice and consent to ratification February 6, 1935
Ratified by the President of the United States March 13, 1935
Ratified by Albania April 12, 1935
Ratifications exchanged at Tirana July 22, 1935
Entered into force July 22, 1935
Proclaimed by the President of the United States July 29, 1935
49 Stat. 3241; Treaty Series 892

Treaty of Naturalization Between the United States and Albania

The Government of the United States of America and the Government of the Kingdom of Albania, being desirous of reaching an agreement concerning the status of naturalized citizens or subjects of either country who were formerly nationals of the other, and the liability for military service and other acts of allegiance of such persons and of persons born in the territory of either state of parents having the nationality of the other, have resolved to conclude a treaty on these subjects, and for that purpose have appointed their plenipotentiaries, that is to say:

The President of the United States of America: Herman Bernstein, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Albania, and

His Majesty, the King of the Albanians: His Excellency, Pandeli J. Evangheli, Prime Minister and Minister for Foreign Affairs ad interim;

Who, having communicated to each other their full powers, found to be in good and due form, have agreed upon the following Articles:

Article I

Nationals of the United States who have been or shall be naturalized in Albanian territory shall be held by the United States to have lost their former nationality and to be nationals of Albania.

Reciprocally, nationals of Albania who have been or shall be naturalized in territory of the United States shall be held by Albania to have lost their original nationality and to be nationals of the United States.

The word "national", as used in this convention, means a person owing permanent allegiance to, or having the nationality of, the United States or Albania, respectively, under the laws thereof.

The word "naturalized", as used in this convention, refers only to the naturalization of persons of full age, upon their own applications, and to the naturalization of minors, through the naturalization of their parents. It does not apply to the acquisition of nationality by a woman through marriage. Minor children of persons naturalized in either country shall not acquire the nationality of that country until they shall have established their habitual residence there.

ARTICLE II

Nationals of either country, who have or shall become naturalized in the territory of the other, as contemplated in Article I, shall not, upon returning to the country of former nationality, be punished for the original act of emigration, or for failure to respond to calls for military service accruing after bona fide residence was acquired in the territory of the country whose nationality was obtained by naturalization.

ARTICLE III

If a national of either country, who comes within the purview of Article I, shall renew his residence in his country of origin without the intent to return to that in which he was naturalized, he shall be held to have renounced his naturalization.

The intent not to return may be held to exist when a person naturalized in one country shall have resided more than two years in the other; but this presumption may be overcome by evidence to the contrary.

ARTICLE IV

A person born in the territory of one party of parents who are nationals of the other party, and having the nationality of both parties under their laws, shall not, if he has his habitual residence, that is, the place of his general abode, in the territory of the state of his birth, be held liable for military service or any other act of allegiance during a temporary stay in the territory of the other party.

ARTICLE V

The present Treaty shall go into effect immediately upon the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months previous notice of its intention then to terminate the Treaty, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate at Tirana, this fifth day of April, 1932.

HERMAN BERNSTEIN [SEAL]
PANDELI J. EVANGHELI [SEAL]

EXTRADITION

Treaty signed at Tirana March 1, 1933
Senate advice and consent to ratification February 2, 1934
Ratified by the President of the United States February 21, 1934
Ratified by Albania April 20, 1935
Ratifications exchanged at Washington November 14, 1935
Entered into force November 14, 1935
Proclaimed by the President of the United States November 19, 1935

49 Stat. 3313; Treaty Series 902

Treaty of Extradition Between the United States of America and the Kingdom of Albania

The United States of America and Albania, desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the two countries and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America: Herman Bernstein, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Albania;

His Majesty the King of the Albanians: His Excellency M. Djafer Vila, Minister for Foreign Affairs;

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

Article I

It is agreed that the Government of the United States and the Government of Albania shall, upon requisition duly made as herein provided, deliver up to justice any person who may be charged with, or may have been convicted of, any of the crimes or offenses specified in Article II of the present Treaty committed within the jurisdiction of one of the High Contracting Parties, and who shall seek an asylum or shall be found within the territories of the other; provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his

apprehension and commitment for trial if the crime or offense had been there committed.

ARTICLE II

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following crimes or offenses:

1. Murder, (including crimes designated by the terms parricide, poisoning, and infanticide); manslaughter, when voluntary.
2. Malicious wounding or inflicting grievous bodily harm with premeditation.
3. Rape, abortion, carnal knowledge of children under the age of 15 years.
4. Abduction or detention of women or girls for immoral purposes.
5. Bigamy.
6. Arson.
7. Willful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:

(a) Piracy, as commonly known and defined by the law of nations, or by statutes;

(b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;

(c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;

(d) Assault on board ship upon the high seas with intent to do bodily harm.

9. Burglary; house-breaking.
10. The act of breaking into and entering the offices of the Government or public authorities, or other buildings not dwellings with intent to commit a felony therein.
11. Robbery.
12. Forgery or the utterance of forged papers.
13. The forgery or falsification of the official acts of the Government or public authorities, including Courts of Justice, or the uttering or fraudulent use of any of the same.
14. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or

public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

15. Embezzlement.

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

17. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more, or Albanian equivalent.

18. Obtaining money, valuable securities or other property by false pretenses, or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars, or Albanian equivalent.

19. Perjury.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars, or Albanian equivalent.

21. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

22. Wilful desertion or wilful non-support of minor or dependent children, or of other dependent persons, provided that the crime or offense is punishable by the laws of both countries.

23. Bribery.

24. Crimes or offenses against the bankruptcy laws.

25. Crimes or offenses against the laws for the suppression of traffic in narcotics.

26. Extradition shall also take place for participation in any of the crimes or offenses before mentioned as an accessory before or after the fact, or in any attempt to commit any of the aforesaid crimes or offenses.

Article III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offense committed before his extradition. The State applied to, or courts of such State, shall decide whether the crime or offense is of a political character. When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of the State of one of the High Contracting Parties, or against the Sovereign or Head of a foreign State, or against the

life of any member of his family, shall not be deemed sufficient to sustain that such crime or offense was of a political character, or was an act connected with crimes or offenses of a political character.

ARTICLE IV

No person shall be tried for any crime or offense, committed prior to his extradition, other than that for which he was surrendered, unless he has been at liberty for one month after having been tried, to leave the country, or, in case of conviction, for one month after having suffered his punishment or having been pardoned.

ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the demanding country, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

ARTICLE VI

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution, out on bail or in custody, for a crime or offense committed in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be determined, and until he shall have been set at liberty in due course of law.

ARTICLE VII

If a fugitive criminal claimed by one of the two parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes or offenses committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received unless the demand is waived.

This article shall not affect such treaties as have previously been concluded by one of the contracting parties with other States.

ARTICLE VIII

Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens, except in cases where such citizenship has been obtained after the perpetration of the crime for which extradition is sought. The State appealed to shall decide whether the person claimed is its own citizen.

ARTICLE IX

The expense of transportation of the fugitive shall be borne by the government which has preferred the demand for extradition. The appropriate legal officers of the country where the proceedings of extradition are had,

shall assist the officers of the government demanding the extradition before the respective judges and magistrates, by every legal means within their power; and no claim other than for the board and lodging of a fugitive prior to his surrender, arising out of the arrest, detention, examination and surrender of fugitives under this treaty, shall be made against the government demanding the extradition; provided, however, that any officer or officers of the surrendering government giving assistance, who shall, in the usual course of their duty receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the government demanding the extradition the customary fees for the acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

Article X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

Article XI

The stipulations of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agents from the country or where extradition is sought from territory included in the preceding paragraphs, other than the United States or Albania, requisitions may be made by superior consular officers.

The arrest of the fugitive shall be brought about in accordance with the laws of the respective countries, and if, after an examination, it shall be decided, according to the law and the evidence, that extradition is due pursuant to this treaty, the fugitive shall be surrendered in conformity to the forms of law prescribed in such cases.

The person provisionally arrested, shall be released, unless within two months from the date of arrest in Albania, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs hereinafter prescribed be made as aforesaid by the diplomatic agent of the demanding Government, or, in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime or offense for which his surrender is asked, a copy of the sentence of the court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed shall be produced, together with the evidence of criminality mentioned in Article I hereof.

ARTICLE XII

The present Treaty, of which the English and Albanian texts are equally authentic, shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods, and shall take effect on the date of the exchange of ratifications which shall take place at Washington as soon as possible.

ARTICLE XIII

The present Treaty shall remain in force for a period of five years, and in case neither of the High Contracting Parties shall have given notice one year before the expiration of that period of its intention to terminate the Treaty, it shall continue in force until the expiration of one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

In witness whereof the above named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Done in duplicate at Tirana this first day of March, nineteen hundred and thirty-three.

HERMAN BERNSTEIN [SEAL]

DJAFER VILA [SEAL]

219-949 70 4

RELIEF ASSISTANCE

Agreement signed at Tirana April 11, 1945
Entered into force April 11, 1945
Terminated August 1, 1945 [1]

Department of State files

AGREEMENT BETWEEN THE SUPREME ALLIED COMMANDER MEDITERRANEAN THEATRE OF OPERATIONS AND COMMANDER IN CHIEF ALBANIAN NATIONAL ARMY OF LIBERATION

This is an agreement between the Supreme Allied Commander Mediterranean Theatre of Operations and Colonel General Enver Hoxha, Commander in Chief Albanian National Army of Liberation, and principal Albanian military authority, made solely in order to expedite the bringing in of relief supplies to the people of Albania.

Whereas the US and UK Governments have offered to bring relief to Albania by means of ML (Albania), a military organisation composed of British and American officers and British technical troops.

And whereas UNRRA has agreed to assist and act as an agency of ML (Albania) until such time as UNRRA is able to assume responsibility for the task, as indicated in para 6(c) (and accordingly for the purpose of this agreement is included in the term "ML (Albania)".)

And whereas the Albanian Military authorities have invited ML (Albania) into Albanian territory for the accomplishment of its task, and have undertaken to assist ML (Albania) therein.

It is therefore agreed as follows:

1. *Basic Principle*

That all relief and supplies, whether brought into the country or part of the local resources, shall be distributed and made available according to the needs of the people without regard to religious, racial or political affiliations, is recognised and agreed as the basis upon which the present agreements are made.

---

[1] Date of entry into force of agreement between Albania and the United Nations Relief and Rehabilitation Administration.

2. *Import Procedure*

(a) Estimates of the needs in different parts of the country will be prepared by the Albanian military authorities in consultation with technical advisers of ML (Albania), and will be submitted to ML (Albania).

(b) The amount of supplies to be brought in will be subject to the approval of the Albanian military authorities and will of necessity be limited, in the first case by military considerations affecting the availability of shipping and supplies, and secondly by the facilities provided at the port and the ability of the Albanian military authorities to make the necessary arrangements for distribution throughout Albania.

(c) Supplies approved by ML (Albania) for issue will be issued by them from warehouses under their control at Durazzo and Valona to the Albanian military authorities which will thereafter be responsible for distribution within the country with the assistance outlined in paragraph 4(b) below.

3. *Financial Provisions*

(a) Settlement for the supplies imported by ML (Albania) is subject to subsequent agreement between the US and UK Governments and such Government of Albania as may hereafter be recognised by them. It is the general policy of the US and UK Governments that all relief supplies will be billed to the recipient countries, and ML (Albania) and the Albanian military authorities will therefore account, by description and quantity, for all imported supplies.

(b) Supplies will ordinarily be sold by the Albanian military authorities at prices to be agreed with ML (Albania), but supplies may be provided free to those mutually agreed to be destitute.

(c) The sale price of such imported supplies as are sold will be due to and collected by the Albanian military authorities.

4. *Action by the Albanian Military Authorities*

In order to implement this agreement the Albanian military authorties will:—

(a) Distribute all available supplies equitably in accordance with the basic principle defined in paragraph 1.

(b) Appoint a commission with full powers to make detail arrangements with ML (Albania) and to ensure equitable distribution.

(c) Ensure by appropriate control of collected production and distribution of food and other supplies that the maximum use is made of all relief and supplies, whether brought into the country or part of the local resources.

(d) Give ML (Albania) all assistance within their power and particularly afford facilities and freedom of movement for their technical advisers and experts to observe the process of distribution throughout Albania.

(e) Provide free of charge to ML (Albania) facilities and labour

for the berthing and unloading of ships, for the storing and handling of supplies, for the accommodation of ML (Albania) personnel with HQ in Tirana, and for other relief and rehabilitation work as may be mutually agreed to be necessary by ML (Albania) and the Albanian military authorities.

(f) Provide ML (Albania) as necessary with local currency sufficient to meet all local requirements. Such currency as is expended for the pay of military and accompanying imported civilian personnel will be repaid in sterling or other agreed foreign currency at a rate of exchange to be decided by the Supreme Allied Commander in consultation with the Albanian military authorities.

(g) Ensure freedom of movement to, from and within Durazzo and Valona harbours for all ships employed in preparation for bringing or in bringing relief supplies or services to Albania on prior notification.

(h) Provide such guards as may be requested by ML (Albania).

5. *Additional Services*

(a) In addition to the import of relief supplies ML (Albania) will endeavour to hold available for one month from the date of this agreement, technical advisers and personnel qualified to assist the Albanian military authorities on medical, hygiene, engineer, agricultural and veterinary problems if requested by such authorities.

(b) ML (Albania) will provide motor trucks which will be under the disposition of the Albanian military authorities through whom ML (Albania) will have control to ensure that they are used only for the transport of relief supplies and other materials related to relief and rehabilitation.

6. *General*

(a) All military personnel and civilian personnel not of Albanian nationality accompanying ML (Albania) shall be under the exclusive legal jurisdiction of ML (Albania).

ML (Albania) will be responsible for the conduct of its personnel and will bring to justice any of its members who violate the laws of the country and in addition will remove such persons from Albania.

In addition the Albanian military authorities guarantee immunity to all personnel of ML (Albania) in performance of their official duty as specified in this agreement.

(b) All military personnel and civilian personnel not of Albanian nationality accompanying ML (Albania), together with all property brought into Albania by them or by ML (Albania) shall be exempt from taxes.

(c) The US and UK Governments contemplate that UNRRA will take over the task of ML (Albania) as soon as possible and ML (Albania) will withdraw as soon as UNRRA is able to assume the task. The period of ML (Albania) will not exceed approximately two months.

(d) Any agreements relative to future periods will be a matter for UNRRA and the competent Albanian authority to conclude.

The text of this Agreement is in English and Albanian and have the same interpretation.

Dated this eleventh day of April 1945.

Signed for and on behalf of
The Supreme Allied Commander
Mediterranean Theatre of Operations
by—

Major General I. T. P. Hughes	I. T. P. HUGHES, Maj.-Gen.
Brigadier General P. L. Sadler, US	P. L. SADLER, Brig. Gen. USA.
Colonel General Enver Hoxha	ENVER HOXHA

Algiers

PEACE AND AMITY

Treaty signed at Algiers September 5, 1795
Senate advice and consent to ratification March 2, 1796
Ratified by the President of the United States March 7, 1796
Proclaimed by the President of the United States March 7, 1796
Superseded by treaty of June 30 and July 3, 1815 [1]

8 Stat. 133; Treaty Series 1 [2]

1795 TRANSLATION [3]

A Treaty of Peace and Amity Concluded this Present Day Jima artasi, the twenty first of the Luna Safer, year of the Hegira 1210, Corresponding with Saturday the fifth of September, One thousand Seven Hundred and Ninety five, between Hassan Bashaw, Dey of Algiers, his Divan and Subjects and George Washington, President of the United States of North America, and the Citizens of the Said United States [4]

ARTICLE 1st

From the date of the Present Treaty there shall subsist a firm and Sincere Peace and Amity between the President and Citizens of the United States of North America and Hassan Bashaw Dey of Algiers his Divan and Subjects the Vessels and Subjects of both Nations reciprocally treating each other with Civility Honor and Respect

---

[1] TS 1½, *post*, p. 45.
[2] For a detailed study of this treaty, see Hunter Miller, *Treaties and Other International Acts of the United States*, vol. 2, p. 275.
[3] The treaty was signed only in Turkish. The 1795 English translation (8 Stat. 133), when examined in 1930 in connection with its publication in the Hunter Miller series, disclosed considerable differences from the signed Turkish text. A complete new English translation was made at that time by Dr. J. H. Kramers, of Leiden. Dr. Kramers' translation is printed herein following the 1795 translation.
[4] For an explanation of the position of this paragraph, see 2 Miller 313.

ARTICLE YE 2d

All Vessels belonging to the Citizens of the United States of North America Shall be permitted to enter the Different ports of the Regency to trade with our Subjects or any other Persons residing within our Jurisdiction on paying the usual duties at our Custom-House that is paid by all nations at Peace with this Regency observing that all Goods disembarked and not Sold here shall be permitted to be reimbarked without paying any duty whatever either for disembarking or embarking all naval & Military Stores Such as Gun-Powder Lead Iron Plank Sulphur Timber for building Tar pitch Rosin Turpentine and any other Goods denominated Naval and Military Stores Shall be permitted to be Sold in this Regency without paying any duties whatever at the Custom House of this Regency

ARTICLE 3d

The Vessels of both Nations shall pass each other without any impediment or Molestation and all Goods monies or Passengers of whatsoever Nation that may be on board of the Vessels belonging to either Party Shall be considered as inviolable and shall be allowed to pass unmolested

ARTICLE 4th

All Ships of War belonging to this regency on meeting with Merchant Vessels belonging to Citizens of the United States shall be allowed to Visit them with two persons only beside the rowers these two only permitted to go on board said vessel without obtaining express leave from the commander of said Vessel who shall compare the Pass-port and immediately permit said Vessel to proceed on her Voyage unmolested All Ships of War belonging to the United States of North America on meeting with an Algerine Cruiser and Shall have seen her pass port and Certificate from the Consul of the United States of North America resident in this Regency shall be permittd to proceed on her cruise unmolested no Pass-port to be Issued to any Ships but such as are Absolutely the Property of Citizens of the United States and Eighteen Months Shall be the term allowed for furnishing the Ships of the United States with Pass-ports

ARTICLE 5th

No Commander of any Cruiser belonging to this Regency shall be allowed to take any person of whatever Nation or denomination out of any Vessel belonging to the United States of North America in order to Examine them or under pretence of making them confess anything desired neither shall they inflict any corporal punishment or any way else molest them

ARTICLE 6th

If any Vessel belonging to the United States of North America shall be Stranded on the Coast of this Regency they shall receive every possible Assist-

ance from the Subjects of this Regency all goods saved from the wreck shall be Permitted to be Reimbarked on board of any other Vessel without Paying any Duties at the Custom House

ARTICLE 7th

The Algerines are not on any pretence whatever to give or Sell any Vessel of War to any Nation at War with the United States of North America or any Vessel capable of cruising to the detriment of the Commerce of the United States

ARTICLE YE 8th

Any Citizen of the United States of North America having bought any Prize condemned by the Algerines shall not be again captured by the Cruisers of the Regency then at Sea altho they have not a Pass-Port a Certificate from the Consul resident being deemed Sufficient until such time they can procure such Pass-Port

ARTICLE YE 9th

If any of the Barbary States at War with the United States of North America shall capture any American Vessel & bring her into any of the Ports of this Regency they shall not be Permitted to sell her but Shall depart the Port on Procuring the Requisite Supplies of Provision

ARTICLE YE 10th

Any Vessel belonging to the United States of North America, when at War with any other Nation shall be permitted to send their Prizes into the Ports of the Regency have leave to Dispose of them with out Paying any duties on Sale thereof All Vessels wanting Provisions or refreshments Shall be permitted to buy them at Market Price

ARTICLE YE 11th

All Ships of War belonging to the United States of North America on Anchoring in the Ports of y^e^ Regency shall receive the Usual presents of Provisions & Refreshments Gratis should any of the Slaves of this Regency make their Escape on board said Vessels they shall be immediately returned no excuse shall be made that they have hid themselves amongst the People and cannot be found or any other Equivocation

ARTICLE YE 12th

No Citizen of y^e^ United States of North America shall be Oblidged to Redeem any Slave against his Will even Should he be his Brother neither shall the owner of A Slave be forced to Sell him against his Will but All Such agreements must be made by Consent of Parties. Should Any American Citizen be taken on board an Enemy-Ship by the Cruisers of this Regency having a Regular pass-port Specifying they are Citizens of the United States

they shall be immediately Sett at Liberty. on the Contrary they having no Passport they and their Property shall be considered lawfull Prize as this Regency Know their friends by their Passports

ARTICLE YE 13th

Should any of the Citizens of the United States of North America Die within the Limits of this Regency the Dey & his Subjects shall not Interfere with the Property of the Deceased but it Shall be under the immediate Direction of the Consul unless otherwise disposed of by will Should their be no Consul, the Effects Shall be deposited in the hands of Some Person worthy of trust untill the Party Shall Appear who has a Right to demand them, when they Shall Render an Account of the Property neither Shall the Dey or Divan Give hinderence in the Execution of any Will that may Appear

ARTICLE 14th

No Citizen of the United States of North America Shall be oblidged to purchase any Goods against his will but on the contrary shall be allowed to purchase whatever it Pleaseth him. the Consul of the United States of North America or any other Citizen shall not be answerable for debts contracted by any one of their own Nation unless previously they have Given a written Obligation so to do. Shou'd the Dey want to freight any American Vessel that may be in the Regency or Turkey said Vessel not being engaged, in consequence of the friendship subsisting between the two Nations he expects to have the preference given him on his paying the Same freight offered by any other Nation

ARTICLE YE 15th

Any disputes or Suits at Law that may take Place between the Subjects of the Regency and the Citizens of the United States of North America Shall be decided by the Dey in person and no other, any disputes that may arise between the Citizens of the United States, Shall be decided by the Consul as they are in Such Cases not Subject to the Laws of this Regency

ARTICLE YE 16th

Should any Citizen of the United States of North America Kill, wound or Strike a Subject of this Regency he Shall be punished in the Same manner as a Turk and not with more Severity should any Citizen of the United States of North America in the above predicament escape Prison the Consul Shall not become answerable for him

ARTICLE YE 17th

The Consul of the United States of North America Shall have every personal Security given him and his household he Shall have Liberty to Exercise his Religion in his own House all Slaves of the Same Religion shall not be impeded in going to Said Consul's House at hours of Prayer the Consul shall

have liberty & Personal Security given him to Travil where ever he pleases within the Regency. he Shall have free licence to go on board any Vessel Lying in our Roads when ever he Shall think fitt. the Consul Shall have leave to Appoint his own Drogaman & Broker

ARTICLE YE 18th

Should a War break out between the two Nations the Consul of the United States of North America and all Citizens of Said States Shall have leave to Embark themselves and property unmolested on board of what Vessel or Vessels they Shall think Proper

ARTICLE YE 19th

Should the Cruisers of Algiers capture any Vessel having Citizens of the United States of North America on board they having papers to Prove they are Really so they and their property Shall be immediately discharged and Shou'd the Vessels of the United States capture any Vessels of Nations at War with them having Subjects of this Regency on board they shall be treated in like Manner

ARTICLE YE 20th

On a Vessel of War belonging to the United States of North America Anchoring in our Ports the Consul is to inform the Dey of her arrival and She shall be Saluted with twenty one Guns which she is to return in the Same Quanty or Number and the Dey will Send fresh Provisions on board as is Customary, Gratis

ARTICLE YE 21st

The Consul of ye United States of North America shall not be required to pay duty for any thing he brings from a foreign Country for the Use of his House & family

ARTICLE YE 22d

Should any disturbance take place between the Citizens of ye United States & the Subjects of this Regency or break any Article of this Treaty War shall not be Declared immediately but every thing shall be Searched into regularly. the Party Injured shall be made Repairation

On the 21st of ye Luna of Safer 1210 corrisponding with the 5th September 1795 Joseph Donaldson Junr on the Part of the United States of North America agreed with Hassan Bashaw Dey of Algiers to Keep the Articles Contained in this Treaty Sacred and inviolable which we the Dey & Divan promise to Observe on Consideration of the United States Paying annually the Value of twelve thousand Algerine Sequins [5] in Maritime Stores Should the United States forward a Larger Quantity the Over-Plus Shall be Paid for in Money by the Dey & Regency any Vessel that may be Captured from the

[5] Or $21,600.

Date of this Treaty of Peace & Amity shall immediately be deliver'd up on her Arrival in Algiers

Sign'd VIZIR HASSAN BASHAW
JOSEPH DONALDSON Jun

To all to whom these Presents shall come or be made known. Whereas the Underwritten David Humphreys hath been duly appointed Commissioner Plenipotentiary, by Letters Patent under the Signature of the President and Seal of the United States of America, dated the 30th of March 1795, for negociating & concluding a Treaty of Peace with the Dey and Governors of Algiers; Whereas by Instructions given to him on the part of the Executive, dated the 28th of March & 4th of April 1795, he hath been farther authorised to employ Joseph Donaldson Junior on an Agency in the said business; whereas by a Writing under his hand and seal, dated the 21st of May 1795, he did constitute & appoint Joseph Donaldson Junior Agent in the business aforesaid; and the said Joseph Donaldson Junior did, on the 5th of September 1795, agree with Hassan Bashaw Dey of Algiers, to keep the Articles of the preceding Treaty sacred and inviolable.

Now Know ye, that I David Humphreys, Commissioner Plenipotentiary aforesaid, do approve & conclude the said Treaty, and every article and clause therein contained, reserving the same nevertheless for the final Ratification of the President of the United States of America, by and with the advice and consent of the Senate of the said United States.

In testimony whereof I have signed the same with my hand and seal, at the City of Lisbon this 28th of November 1795.

DAVID HUMPHREYS [SEAL]

1930 TRANSLATION [6]

Reason for the Drawing Up of the Peace Treaty with the American People

The reason for the drawing up of this treaty and the motive for the writing of this convention of good omen, is that on Saturday, the twenty-first day of the month of Safar of this year 1210,[7] there have been negotiations for a treaty of peace between the ruler and commander of the American people, living in the island called America among the isles of the ocean, and the frontier post of the holy war, the garrison [8] of Algiers. To this purpose has been appointed as his Ambassador,[9] Joseph Donaldson, who has, in con-

[6] 2 Miller 304.

[7] In the chronological tables 21 Safar, A.H. 1210, corresponds to September 6, 1795, which was a Sunday. In this case, however, 21 Safar, A.H. 1210, no doubt answers to September 5, 1795. [This and succeeding footnotes from Miller, *op. cit.*]

[8] "Garrison" renders the Turkish word "odgiak," which means originally "a hearth" and, as a military term, "a regiment" of the Janizaries.

[9] The Turkish text has here "pashador," which seems to be an attempt to render the word "ambassador."

firmation of the articles and paragraphs of the present treaty, strengthened the mutual friendship and good understanding in the exalted presence of His Excellency the noble Vizier and powerful Marshal who sits on the throne of lordship, the destructor of tyranny and injustice and the protector of the country, Hassan Pasha—may God grant to him what he wishes; and in the presence of all the members of the Divan, of the chiefs of the victorious garrison, and of the victorious soldiers. This peace treaty has been concluded, together with the contractual promise to give annually to the garrison of Algiers 12,000 Algerian gold pieces, provided that, in equivalence of these 12,000 gold pieces, being the price of the peace, there may be ordered and imported for our garrison and our arsenal, powder, lead, iron, bullets, bombshells, bomb stones, gun stones, masts, poles, yards, anchor chains, cables, sailcloth, tar, pitch, boards, beams, laths, and other necessaries, provided that the price of all the ordered articles shall be accounted for, so that, if this is equal to 12,000 gold pieces, it shall be all right, but if the price of the articles is higher, it shall be paid to them,[10] and if there remains something to our credit, they promise to complete it. If, before the conclusion of our peace, our vessels of war have captured vessels of the said nation, these shall not be restored and shall remain our prizes, but if our war vessels capture one of their ships after the date of the conclusion of the peace treaty, it is promised that this ship shall be given back.

All this has been put down in the present document, which shall be consulted whenever needed and according to which both parties shall act.

21 Safar, 1210.

[Tughra [11] of Hassan Pasha]

[Seal of Hassan Pasha]

Article 1

The statements of the first article are that in this year 1210 an agreement has been reached between the ruler of America, George Washington, President, our friend and actually the Governor of the States of the island of America, and the lord of our well-preserved garrison of Algiers, His Highness Hassan Pasha—may God grant to him what he wishes—the Dey, together with the Agha of his victorious army, his minister, all the members of the Divan, and all his victorious soldiers, and equally between the subjects of both parties. According to this agreement our peace and friendship shall be steady and has been confirmed. After this date nothing has been left that is contrary to our peace or that may disturb it.[12]

21 Safar, 1210.

---

[10] That is, the difference shall be paid to the Americans.

[11] "Tughra" is the "name sign," a kind of calligraphic monogram in which a ruler's names are inscribed. The tughra takes the place of the signature.

[12] Each article concludes with the word "salaam," salutation or peace, which has been left untranslated.

Article 2

The statements of the second article are that when large or small ships belonging to our friend the ruler of America, and equally ships belonging to his subjects, arrive in the port of Algiers or in other ports dependent on Algiers, and they sell from their goods according to the ancient usage, there shall be taken a duty of 5 piasters from every 100 piasters, in the same way as this is paid, according to the treaties, by the English, the Dutch, and the Swedes, and that no more shall be taken. Also that if they wish to take back their unsold goods and reembark them, nobody shall require anything from them, and equally that nobody in the said ports shall do them harm or lay hand upon them.

21 Safar, 1210.

Article 3

The statements of the third article are that if war vessels or merchant vessels belonging to our friend the American ruler meet on the open sea with war vessels or merchant vessels belonging to Algiers, and they become known to each other, they shall not be allowed to search or to molest each other, and that none shall hinder the other from wending its own way with honor and respect. Also, that whatever kind of travelers there are on board, and wherever they go with their goods, their valuables, and other properties, they shall not molest each other or take anything from each other, nor take them to a certain place and hold them up, nor injure each other in any way.

21 Safar, 1210.

Article 4

The statements of the fourth article are that if war vessels of Algiers meet with American merchant vessels, large or small, and this happens out of the places under the rule of America, there shall be sent only a shallop, in which, besides the rowers, two persons shall take place; on their arrival no more than two persons shall go on board the ship, the commander of the said ship having to give permission, and after the showing of the Government passport, these persons shall perform quickly the formalities with regard to the ship, and return, after which the merchant vessel shall wend its own way.

Further, that if war vessels of the American ruler meet with war vessels or merchant vessels of Algiers, and these vessels are in possession of a passport delivered by the ruler of Algiers or the American Consul residing in Algiers, nobody may touch anything belonging to the said vessel, but it shall wend its way in peace.

Further, that the war vessels of Algiers, large or small, shall not touch Americans not possessed of American passports within a period of eighteen months after the date of the passports given by reason of the peace treaty and

after the date of the peace treaty,[13] and they shall not hinder them from going their way. Equally, if the war vessels of the American ruler meet with Algerian ships, they shall not prevent them from continuing their journey in the same way, within a period of eighteen months, but they shall wend peacefully their way.

Further that our friend the American ruler shall not give a passport to any crew not being under his rule and not belonging to his own people; if an American passport is found in the hands of a crew not belonging to his own people, we shall take them as prize, for this is not covered by the stipulations of this peace treaty. This has been expressly stated in this article in order to prevent a rupture of peace; so it shall not be neglected.

21 Safar, 1210.

Article 5

The statements of the fifth article are that none of the captains of Algerian ships or of their officers or commanders shall take anybody by force from American ships into their own ships or bring such a person to other places, that they shall not interrogate them on account of anything or do them harm, whatever kind of people they may be; as long as these are on American ships, they shall not molest them.

21 Safar, 1210.

Article 6

The statements of the sixth article are that if a ship of the American ruler or belonging to his subjects shall be stranded on one of the coasts of the territory under Algerian rule and is wrecked, nobody shall take anything from their properties or goods or plunder them.

Also, that if such a thing should happen, their goods shall not be taken to the customhouse, nor shall there be done any damage to their people, and if a similar thing should happen in the places that are under the rule of Algiers, the inhabitants shall do anything in their power to give every possible aid and assistance and help them to bring their goods on dry places.

21 Safar, 1210.

Article 7

The statements of the seventh article are that no Algerian ship, small or large, shall, with the permission and the authority of the ruler of Algiers, be equipped from countries at war with the ruler of America and commit acts of war against the Americans.

21 Safar, 1210.

Article 8

The statements of the eighth article are that if an American merchant buys a prize in Algiers, or if an Algerian cruiser captain who has taken a

[13] This is a literal translation, but the sense is not very clear.The words "of the passports given by reason of the peace treaty" seem to be superfluous.

prize on the open sea sells his prize to an American merchant, either in Algiers or on the sea, so that it is bought immediately from the captain, and there is drawn up a document concerning this sale, and if he meets afterwards another war vessel from Algiers, nobody shall molest the merchant who has bought this prize, nor shall he prevent him from wending peacefully his way.

21 Safar, 1210.

ARTICLE 9

The statements of the ninth article are that the inhabitants of Tunis, Tripoli, Sale, or others shall in no wise bring the people or the goods of American ships, large or small, to the territory under the rule of Algiers, nor shall there be given permission to sell them nor shall they be allowed to be sold.

21 Safar, 1210.

ARTICLE 10

The statements of the tenth article are that if the warships of the American ruler bring to Algiers, or to ports under Algerian rule, prizes or goods captured by them, nobody shall hinder them from doing with their booty as they wish, namely, selling it or taking it with them.

Also, that American war vessels shall not pay any tithes or duties whatever.

Further, that if they wish to buy anything for provisions, the inhabitants shall give it to them at the same price as they sell it to others and ask no more.

Likewise, if those people want to charter ships for the transport of goods to whatever region, province, or port, be it to Smyrna or from Constantinople to this region, or for the transport of travelers from Smyrna or other provinces, or in order to convey pilgrims to Egypt, they may charter those ships at reasonable prices, in the same way as other peoples, and from our side they shall not be opposed by pretexts such as that it is contraband or that it is not allowed among us, so that we do not allow those ships to leave.

21 Safar, 1210.

ARTICLE 11

The statements of the eleventh article are that if war vessels belonging to our friend the American ruler come to anchor in front of Algiers, and a slave, being an American or of another nationality, takes refuge on board the said war vessel, the ruler of Algiers may claim this slave, at which request the commander of the war vessel shall make this fugutive slave leave his ship and deliver him into the presence of the ruler of Algiers. If the slave is not to be found and reaches a country of unbelievers, the commander of the ship shall pledge his word that he shall return and bring him to Algiers.

21 Safar, 1210.

ARTICLE 12

The statements of the twelfth article are that from this time onward the subjects of the American ruler shall not be bought, nor sold, nor taken as slaves, in the places under the rule of Algiers.

Also, that since there is friendship with the American ruler, he shall not be obliged to redeem against his will slaves belonging to him, but that this shall be done at the time he likes and that it shall depend on the generosity and the solicitude of the friends and relations of the slaves.

Further, that there shall be put no term or time for the redeeming of prisoners, that the amount which shall be found convenient shall be paid in due order, and that there shall be negotiations about the price with the masters of the slaves; nobody shall oblige the masters to sell their slaves at an arbitrary price, whether they be slaves of the State, of others, or of the Pasha; but if the redeemed persons are American subjects, there shall not be asked of them more than of other nations in similar circumstances.

Also, that if the Algerian vessels of war capture a ship belonging to a nation with which they are at war, and there are found Americans among the crew of this ship, these shall not be made slaves if they are in possession of a pass,[14] nor shall there be done harm to their persons and goods; but if they are not in possession of a pass [14] they shall be slaves and their goods and properties shall be taken.

21 Safar, 1210.

ARTICLE 13

The statements of the thirteenth article are that if one of the merchants of the American ruler or one of his subjects shall die in Algiers or in one of the dependencies of Algiers, the ruler of Algiers or other persons shall not touch in any way the deceased's money, property, or goods; if he has designated before his death an executor, nobody else shall touch any part of his property or goods, either if the executor mentioned is present in Algiers or if he is not there. Accordingly, the person designated as executor by the deceased shall take the properties and the goods, and nobody else shall touch the slightest part of it; so shall it be. The executor or the person delegated by him as his representative shall make an inventory of his money and property, take possession of it, and forward it in due time to the heir.

Further, that if no subject of the American ruler is present, the American Consul shall make an inventory of the said deceased's money and goods and take possession of them and keep them in charge until the arrival of his relations living in their own country.

21 Safar, 1210.

ARTICLE 14

The statements of the fourteenth article are that neither in Algiers itself nor in its dependencies shall the American merchants be obliged to purchase goods which they do not desire, but they shall be free to purchase the goods they desire.

Also, that the ships visiting the ports of Algiers shall not be molested in this way—that goods which they do not wish be put into the ships.

[14] The Turkish has "passavant."

Further, that neither the American Consul nor anyone else, in case an American subject is unable to pay his debts, shall be held responsible for those debts and be obliged to pay, unless some persons, according to their free will, are bound for the debtor.

21 Safar, 1210.

ARTICLE 15

The statements of the fifteenth article are that if one of the subjects of the American ruler has a suit at law with a Mohammedan or with some one subjected to the rule of Algiers, the said suit at law shall be settled in the presence of His Excellency the Dey and the honored Divan, without intervention of anybody else. If there occurs a suit at law among those people themselves, the American Consul shall decide their disputes.

21 Safar, 1210.

ARTICLE 16

The statements of the sixteenth article are that should one of the subjects of the American ruler have a fight with a Mohammedan, so that one wounds the other or kills him, each one shall be punished according to the prescriptions of the law of his own country, that is, according to the custom in all other places. If, however, an American kills a Mohammedan and flies and escapes after the murder, neither the American Consul in Algiers nor other Americans shall be compelled to answer for him.

21 Safar, 1210.

ARTICLE 17

The statements of the seventeenth article are that the American Consul, now and in future, without regard to who he is, shall be free to circulate without fear, while nobody shall molest his person or his goods.

Also, that he may appoint anyone whom he desires as dragoman or as broker.

Also, that whenever he wishes to go on board a ship or to take a walk outside, nobody shall hinder him.

Further, that a place shall be designated for the practice of their void religious ceremonies, that a priest whom they need for their religious instruction may dwell there, and that the American slaves present in Algiers, either belonging to the Government or to other people, may go to the house of the Consul and practice their vain religious ceremonies without hindrance from the chief slave guard or from their masters.

21 Safar, 1210.

ARTICLE 18

The statements of the eighteenth article are that now there reigns between us peace and friendship, but that if in future there should occur a rupture of our present state of peace and friendship, and there should be caused trouble on both sides, the American Consul, and besides him the subjects of

the American ruler either in Algiers or in its dependencies, may not be hindered either in peace or in trouble, and that whenever they wish to leave, nobody shall prevent them from leaving with their goods, properties, belongings, and servants, even if such a person be born in the country of Algiers.

21 Safar, 1210.

ARTICLE 19

The statements of the nineteenth article are that a subject of the American ruler, to whatever country he goes or from whatever country he comes, and to whatever kind of people he belongs, shall not be molested in his person, goods, property, belongings, or servants, in case he meets with Algerian vessels, large or small.[15] Equally, if an Algerian is found on board a ship belonging to enemies of the American ruler, they shall not be molested in any way in their person, their property, their goods, their money, or their servants, but the properties of these people shall not be regarded with disdain, and they shall always be treated in a friendly manner.

21 Safar, 1210.

ARTICLE 20

The statements of the twentieth article are that every time that a naval commander of the American King, our friend, arrives off Algiers, the American Consul shall inform the commander as soon as the vessel is seen; after the said captain has anchored before the port, the commander of Algiers shall, in honor of the American ruler, order a salute of twenty-one guns from the citadel, after which the captain of the American ruler shall answer gun for gun, and, as the said vessel is a vessel of the King, there shall be given provisions according to the custom, in honor of the King.

21 Safar, 1210.

ARTICLE 21

The statements of the twenty-first article are that there shall not be asked duty and taxes for goods that are destined for the house of the American Consul, consisting of eatables, drinkables, other necessaries, and presents.

21 Safar, 1210.

ARTICLE 22

The statements of the twenty-second article are that if there occurs from this time onward a disturbance of our peaceful relations, from whatever side this happens, this shall not rupture our peace, but the peace shall be maintained and our friendship shall not be disturbed. The person injured, to whatever party he belongs, shall claim justice. If, however, the fault and the guilt are on both sides, or on the side of a subject, and the matter is kept secret, our belief in our friendship shall remain and our word shall remain as good as ever.

21 Safar, 1210.

[15] The Turkish text does not mention the condition that these Americans and their goods are on ships belonging to enemies of Algiers, but this, of course, is the meaning.

PEACE

Treaty signed at Algiers June 30 and July 3, 1815
Senate advice and consent to ratification December 21, 1815
Ratified by the President of the United States December 26, 1815
Proclaimed by the President of the United States December 26, 1815
Renewed and modified by treaty of December 22 and 23, 1816 [1]
Became obsolete in 1830, when Algiers became a province of France

8 Stat. 224; Treaty Series 1½ [2]

Treaty of Peace Concluded Between the United States of America and His Highness Omar Bashaw Dey of Algiers

Article 1st

There shall be from the Conclusion of this treaty, a firm inviolable and universal peace and friendship between the President and Citizens of the United States of America on the one part, and the Dey and Subjects of the Regency of Algiers in Barbary, on the other, made by the free consent of both parties and upon the terms of the most favored nations; and if either party shall hereafter grant to any other nation, any particular favor or privilege in navigation or Commerce it shall immediately become common to the other party, freely when freely it is granted to such other nation; but when the grant is conditional, it shall be at the option of the contracting parties to accept, alter, or reject such conditions, in such manner as shall be most conducive to their respective interests.

Article 2d

It is distinctly understood between the Contracting parties, that no tribute either as biennial presents, or under any other form or name whatever, shall ever be required by the Dey and Regency of Algiers from the United States of America on any pretext whatever.

Article 3d

The Dey of Algiers shall cause to be immediately delivered up to the American Squadron now off Algiers all the American Citizens now in his possession, amounting to ten more or less, and all the Subjects of the Dey of

[1] TS 2, *post*, p. 51.
[2] For a detailed study of this treaty, see 2 Miller 585.

Algiers now in the power of the United States amounting to five hundred more or less, shall be delivered up to him, the United States according to the usages of civilized nations requiring no ransom for the excess of prisoners in their favor.

ARTICLE 4th

A just and full compensation shall be made by the Dey of Algiers to such citizens of the United States, as have been Captured, and detained by Algerine Cruizers, or who have been forced to abandon their property in Algiers in violation of the 22d article of the treaty of peace and amity concluded between the United States and the Dey of Algiers on the 5 September 1795.[3]

And it is agreed between the contracting parties, that in lieu of the above, the Dey of Algiers shall cause to be delivered forthwith into the hands of the American Consul residing in Algiers the whole of a quantity of Bales of Cotton left by the late Consul General of the United States in the public magazines in Algiers; and that he shall pay into the hands of the said Consul the sum of ten thousand Spanish dollers.

ARTICLE 5th

If any goods belonging to any nation with which either of the parties are at war should be loaded on board of vessels belonging to the other party, they shall pass free and unmolested, and no attempt shall be made to take or detain them.

ARTICLE 6th

If any Citizens or subjects belonging to either party shall be found on board a prize vessel taken from an Ennemy by the other party, such Citizens or subjects shall be liberated immediately, and in no case or on any pretence whatever whatever shall any American Citizen be kept in Captivity or Confinement, or the property of any American Citizen found on board of any vessel belonging to any nation with which Algiers may be at War, be detained from its lawful owners after the exhibition of sufficient proofs of american Citizenship, and American property, by the Consul of the United States residing at Algiers.

ARTICLE 7th

Proper passports shall immediately be given to the vessels of both the Contracting parties, on condition that the vessels of war belonging to the Regency of Algiers on meeting with Merchant Vessels belonging to Citizens of the United States of America, shall not be permitted to visit them with more than two persons besides the rowers; these only shall be permitted to go on board without first obtaining leave from the Commander of said vessel, who shall compare the passports and immediately permit said vessel to proceed on her voyage; and should any of the subjects of Algiers insult or molest the

[3] TS 1, *ante*, p. 32.

Commander or any other person on board a vessel so visited, or plunder any of the property contained in her, on complaint being made to the Consul of the United States residing in Algiers, and on his producing sufficient proofs to substantiate the fact, the Commander or Rais of said Algerine ship or vessel of war, as well as the offenders shall be punished in the most exemplary manner.

All vessels of war belonging to the United States of America, on meeting with a Cruizer belonging to the Regency of Algiers, on having seen her passports, and Certificates from the Consul of the United States residing in Algiers shall permit her to proceed on her Cruize unmolested, and without detention. No passport shall be granted by either party to any vessels but such as are absolutely the property of Citizens or subjects of the said contracting parties, on any pretence whatever.

ARTICLE 8th

A Citizen or subject of either of the contracting parties having bought a prize Vessel condemned by the other party, or by any other nation, the Certificates of Condemnation and bill of sale shall be a sufficient passport for such vessel for six months, which, considering the distance between the two countries is no more than a reasonable time for her to procure passports.

ARTICLE 9th

Vessels of either of the contracting parties putting into the ports of the other and having need of provisions, or other supplies shall be furnished at the market price, and if any such Vessel should so put in from a disaster at sea and have occasion to repair, she shall be at liberty to land, and reembark her Cargo, without paying any customs, or duties whatever; but in no case shall she be compelled to land her Cargo.

ARTICLE 10th

Should a vessel of either of the contracting parties be cast on shore within the Territories of the other all proper assistance shall be given to her, and to her crew; no pillage shall be allowed. The property shall remain at the disposal of the owners, and if reshipped on board of any vessel for exportation, no customs or duties whatever shall be required to be paid thereon, and the crew shall be protected and succoured until they can be sent to their own Country.

ARTICLE 11th

If a vessel of either of the contracting parties shall be attacked by an ennemy within Cannon shot of the forts of the other, she shall be protected as much as is possible. If she be in port she shall not be seized, or attacked when it is in the power of the other party to protect her; and when she proceeds to sea, no Ennemy shall be permitted to pursue her from the same port within twenty four hours after her departure.

ARTICLE 12th

The Commerce between the United States of America and the Regency of Algiers, the protections to be given to Merchants, masters of vessels, and seamen, the reciprocal right of establishing Consuls in each country, the privileges, immunities and jurisdictions to be enjoyed by such Consuls, are declared to be upon the same footing in every respect with the most favored nations respectively.

ARTICLE 13th

On a vessel or vessels of war belonging to the United States of America anchoring before the City of Algiers, the Consul is to inform the Dey of her arrival when she shall receive the Salutes, which are by treaty or Custom given to the ships of war of the most favored nations on similar occasions, and which shall be returned gun for gun: and if after such arrival so announced, any christians whatever, Captives in Algiers make their escape and take refuge on board of the said ships of war, they shall not be required back again, nor shall the Consul of the United States, or commander of the said Ship be required to pay anything for the said Christians.

ARTICLE 14th

The Consul of the United States of America shall not be responsable for the debts Contracted by the Citizens of his own Country unless he gives previously written obligations so to do.

ARTICLE 15th

As the Government of the United States of America has in itself no character of enmity against the laws, religion, or tranquility of any nation, and as the said States have never entered into any voluntary war, or act of hostility, except in defence of their just rights on the high seas, it is declared by the Contracting parties that no pretext arising from religious opinions shall ever produce an interruption of Harmony between the two nations; and the Consuls and agents of both nations, shall have liberty to Celebrate the rights of their respective religions in their own houses.

The Consuls respectively shall have liberty and personal security given them to travel within the territories of each other, both by land, and by sea, and shall not be prevented from going on board of any vessel they may think proper to visit; they shall likewise have the liberty of appointing their own Dragoman, and Broker.

ARTICLE 16th

In Case of any dispute arising from the violation of any of the articles of this Treaty no appeal shall be made to arms, nor shall war be declared, on any pretext whatever; but if the Consul residing at the place where the dispute shall happen, shall not be able to settle the same, the Government of

that country shall state their grievance in writing, and transmit the same to the government of the other, and the period of three months shall be allowed for answers to be returned, during which time no act of hostility shall be permitted by either party; and in case the grievances are not redressed, and war should be the event, the Consuls, and Citizens, and subjects of both parties respectively shall be permitted to embark with their families and effects unmolested, on board of what vessel or vessels they shall think proper. Reasonable time being allowed for that purpose.

Article 17th

If in the Course of events a war should break out between the two nations, the prisoners Captured by either party shall not be made slaves, they shall not be forced to hard labor, or other confinement than such as may be necessary to secure their safe keeping, and they shall be exchanged rank for rank; and it is agreed that prisoners shall be exchanged in twelve months after their Capture, and the exchange may be effected by any private individual, legally authorized by either of the parties.

Article 18th [4]

If any of the Barbary powers, or other states at war with the United States shall Capture any American Vessel, and send her into any port of the Regency of Algiers, they shall not be permitted to sell her, but shall be forced to depart the port on procuring the requisite supplies of provisions; but the vessels of war of the United States with any prizes they may capture from their Ennemies shall have liberty to frequent the ports of Algiers for refreshment of any kinds, and to sell such prizes in the said ports, without paying any other customs or duties than such as are customary on ordinary Commercial importations.

Article 19th

If any Citizens of the United States, or any persons under their protection, shall have any disputes with each other, the Consul shall decide between the parties, and whenever the Consul shall require any aid or assistance from the Government of Algiers to enforce his decisions it shall be immediately granted to him. And if any dispute shall arise between any citizens of the United States, and the citizens or subjects of any other nation having a Consul or agent in Algiers, such disputes shall be settled by the Consuls or agents of the respective nations; and any dispute or suits at law that may take place between any citizens of the United States, and the subjects of the Regency of Algiers shall be decided by the Dey in person and no other.

[4] For a modification of art. 18, see additional article in treaty of Dec. 22 and 23, 1816 (TS 2), *post*, p. 56.

ARTICLE 20th

If a Citizen of the United States should kill wound or strike a subject of Algiers, or on the Contrary, a subject of Algiers should kill wound or strike a Citizen of the United States, the law of the country shall take place, and equal justice shall be rendered, the consul assisting at the tryal; but the sentence of punishment against an american Citizen, shall not be greater or more severe, than it would be against a Turk in the same predicament, and if any delinquent should make his escape, the Consul shall not be responsible for him in any manner whatever.

ARTICLE 21st

The Consul of the United States of America shall not be required to pay any customs or duties whatever on any thing he imports from a foreign Country for the use of his house & family.

ARTICLE 22d

Should any of the citizens of the United States die within the Regency of Algiers, the Dey and his subjects shall not interfere with the property of the deceased, but it shall be under the immediate direction of the Consul, unless otherwise disposed of by will; should there be no Consul the effects shall be deposited in the hands of some person worthy of trust until the party shall appear who has a right to demand them, when they shall render an account of the property; neither shall the Dey or his subjects give hindrance in the execution of any will that may appear.

Done at Algiers on the 30th day of June A. D. 1815.

OMAR BASHAW [SEAL]

Whereas the undersigned William Shaler a Citizen of the United States, and Stephen Decatur Commander in chief of the U.S. naval forces now in the medeterrenean, being duly appointed Commissioners by letters patent under the signature of the President, and Seal of the U.S. of America, bearing date at the City of Washington the 9th day of April 1815 for negotiating and concluding a treaty of peace between the U.S. of America, and the Dey of Algiers.

Now Know Ye that we William Shaler and Stephen Decatur commissioners as aforesaid, do conclude the foregoing treaty, and every article, and clause therein contained, reserving the same, nevertheless for the final ratification of the President of the United States of America, by and with the advice and consent of the Senate

Done on board of the United States Ship Guerriere in the bay of Algiers on the 3d day of July in the year 1815 and of the independence of the U.S. 40th.

WM. SHALER
STEPHEN DECATUR

PEACE AND AMITY

Treaty signed at Algiers December 22 and 23, 1816
Senate advice and consent to ratification February 1, 1822
Ratified by the President of the United States February 11, 1822
Proclaimed by the President of the United States February 11, 1822
Became obsolete in 1830, when Algiers became a province of France

8 Stat. 244; Treaty Series 2 [1]

TREATY OF PEACE AND AMITY, CONCLUDED BETWEEN THE UNITED STATES OF AMERICA AND THE DEY AND REGENCY OF ALGIERS

The President of the United States and the Dey of Algiers being desirous to restore and maintain upon a stable and permanent footing, the relations of peace and good understanding between the two powers; and for this purpose to renew the Treaty of Peace and Amity which was concluded between the two States by William Shaler, and Commodore Stephen Decatur, as Commissioners Plenipotentiary, on the part of the United States and His Highness Omar Pashaw Dey of Algiers on the 30th of June 1815.[2]

The President of the United States having subsequently nominated and appointed by Commission, the above named William Shaler, and Isaac Chauncey, Commodore and Commander in chief of all the Naval Forces of the United States in the Mediterranean, Commissioners Plenipotentiary, to treat with His Highness the Dey of Algiers for the renewal of the Treaty aforesaid; and they have concluded, settled, and signed the following articles:

ARTICLE 1st

There shall be from the conclusion of this Treaty, a firm, perpetual, inviolable and universal peace and friendship between the President and Citizens of the United States of America on the one part, and the Dey and subjects of the Regency of Algiers in Barbary on the other, made by the free consent of both parties, and on the terms of the most favoured Nations; and if either party shall hereafter grant to any other Nation, any particular favor or privilege in Navigation, or Commerce, it shall immediately become common to the other party, freely, when freely it is granted to such other

[1] For a detailed study of this treaty, see 2 Miller 617.
[2] TS 1½, *ante*, p. 45.

219-919—70——5

Nations, but when the grant is conditional, it shall be at the option of the contracting parties, to accept, alter, or reject such conditions in such manner as shall be most conducive to their respective interests.

ARTICLE 2[d]

It is distinctly understood between the contracting parties, that no tribute, either as biennial presents or under any other form, or name whatever, shall be required by the Dey and Regency of Algiers from the United States of America on any pretext whatever.

ARTICLE 3[d]

Relates to the mutual restitution of prisoners & subjects and has been duly executed.

ARTICLE 4[th]

Relates to the delivery into the hands of the Consul General of a quantity of Bales of Cotton &c and has been duly executed.

ARTICLE 5[th]

If any goods belonging to any Nation with which either of the parties are at War, should be loaded on board vessels belonging to the other party, they shall pass free and unmolested and no attempt shall be made to take or detain them.

ARTICLE 6[th]

If any citizens or subjects belonging to either party shall be found on board a prize-vessel taken from an enemy by the other party, such citizens or subjects shall be liberated immediately and in no case, or on any pretence whatever shall any American citizen be kept in captivity or confinement, or the property of any American citizen found on board of any vessel belonging to any Nation with which Algiers may be at War, be detained from its lawful owners after the exhibition of sufficient proofs of American citizenship and American property by the Consul of the United States, residing at Algiers.

ARTICLE 7[th]

Proper passports shall immediately be given to the vessels of both the contracting parties on condition that the vessels of War belonging to the Regency of Algiers on meeting with Merchant vessels belonging to the Citizens of the United States of America shall not be permitted to visit them with more than two persons besides the rowers; these only shall be permitted to go on board, without first obtaining leave from the Commander of said vessel, who shall compare the passports and immediately permit said vessel to proceed on her voyage; and should any of the subjects of Algiers insult or molest the Commander or any other person on board a vessel so

visited, or plunder any of the property contained in her, on complaint being made to the Consul of the United States residing in Algiers, and on his producing sufficient proofs to substantiate the fact, the Commander or Rais, of said Algerine ship or vessel of War, as well as the offenders, shall be punished in the most exemplary manner.

All vessels of War belonging to the United States of America on meeting a cruizer belonging to the Regency of Algiers, on having seen her passports, and certificates from the Consul of the United States residing in Algiers; shall permit her to proceed on her cruize unmolested and without detention.

No passport shall be granted by either party to any vessels but such as are absolutely the property of citizens or subjects of the said contracting parties, on any pretence whatever.

ARTICLE 8th

A citizen or subject of either of the contracting parties, having bought a prize vessel condemned by the other party or by any other Nation, the Certificates of condemnation, and bill of sale, shall be a sufficient passport for such vessel for six months, which considering the distance between the two Countries, is no more than a reasonable time for her to procure passports.

ARTICLE 9th

Vessels of either of the contracting parties, putting into the ports of the other, and having need of provisions or other supplies shall be furnished at the Market price, and if any such vessel should so put in from a disaster at sea, and have occasion to repair, she shall be at liberty to land and reembark her cargo, without paying any customs or duties whatever; but in no case shall be compelled to land her cargo.

ARTICLE 10th

Should a vessel of either of the contracting parties be cast on shore within the territories of the other, all proper assistance shall be given to her and her crew; no pillage shall be allowed. The property shall remain at the disposal of the owners, and if re-shipped on board of any vessel for exportation, no customs or duties whatever shall be required to be paid thereon, and the crew shall be protected and succoured until they can be sent to their own country.

ARTICLE 11th

If a vessel of either of the contracting parties shall be attacked by an enemy within cannon-shot of the forts of the other, she shall be protected as much as is possible. If she be in port she shall not be seized or attacked when it is in the power of the other party to protect her; and when she proceeds to sea, no enemy shall be permitted to pursue her from the same port within twenty four hours after her departure.

ARTICLE 12th

The commerce between the United States of America and the Regency of Algiers, the protections to be given to Merchants, Masters of vessels, and seamen, the reciprocal rights of establishing consuls in each country, the privileges, immunities, and jurisdictions to be enjoyed by such consuls, are declared to be on the same footing in every respect with the most favoured nations respectively.

ARTICLE 13th

The Consul of the United States of America shall not be responsible for the debts contracted by the citizens of his own country, unless he gives previously, written obligations so to do.

ARTICLE 14th

On a vessel or vessels of War belonging to the United States, anchoring before the city of Algiers the consul is to inform the Dey of her arrival when she shall receive the salutes which are by Treaty, or custom given to the Ships of War of the most favoured nations on similar occasions and which shall be returned gun for gun; and if after such arrival so announced, any Christians whatever, captives in Algiers, make their escape and take refuge on board any of the said ships of war, they shall not be required back again, nor shall the Consul of the United States or Commander of the said ship be required to pay any thing for the said Christians.

ARTICLE 15th

As the Government of the United States has in itself no character of enmity against the laws, religion, or tranquillity of any Nation, and as the said states have never entered into any voluntary War or act of hostility, except in defence of their just rights on the high seas, it is declared by the contracting parties, that no pretext arising from Religious Opinions shall ever produce an interruption of the Harmony between the two Nations; and the Consuls and Agents of both Nations shall have liberty to celebrate the rites of their respective religions in their Own houses.

The Consuls respectively shall have liberty and personal security given them to travel within the territories of each other by land and sea and shall not be prevented from going on board any vessel they many think proper to visit; they shall likewise have the liberty to appoint their own Drogoman and Broker.

ARTICLE 16th

In case of any dispute arising from the violation of any of the articles of this Treaty, no appeal shall be made to arms, nor shall War be declared on any pretext whatever. But if the Consul residing at the place where the dispute shall happen, shall not be able to settle the same, the Government of that country, shall state their grievance in writing and transmit the same

to the Government of the other, and the period of three months shall be allowed for answers to be returned, during which time, no act of hostility shall be permitted by either party; and in case the grievances are not redressed and a War should be the event, the Consuls and Citizens and Subjects of both parties, respectively shall be permitted to embark with their effects unmolested, on board of what vessel or vessels they shall think proper, reasonable time being allowed for that purpose.

ARTICLE 17th

If in the course of events a War should break out between the two Nations the prisoners captured by either party, shall not be made slaves; they shall not be forced to hard labour or other confinement than such as may be necessary to secure their safe-keeping, and shall be exchanged rank for rank; and it is agreed that prisoners shall be exchanged in twelve months after their capture and the exchange may be effected by any private individual, legally authorized by either of the parties.

ARTICLE 18th

If any of the Barbary powers or other States at war with the United States shall capture any American vessel and send her into any port of the Regency of Algiers, they shall not be permitted to sell her; but shall be forced to depart the Port on procuring the requisite supplies of provisions; but the vessels of War of the United States with any prizes they may capture from their enemies shall have liberty to frequent the Ports of Algiers for refreshment of any kind, and to sell such prizes in the said Ports, without paying any other Customs or duties than such as are customary on ordinary commercial importations.

ARTICLE 19th

If any of the Citizens of the United States or any persons under their protection, shall have any disputes with each other, the Consul shall decide between the parties, and whenever the Consul shall require any aid or assistance from the Government of Algiers to enforce his decisions it shall be immediately granted to him: and if any disputes shall arise between any citizens of the United States and the citizens or subjects of any other Nations having a Consul, or Agent in Algiers, such disputes shall be settled by the Consuls or Agents of the respective nations; and any disputes or suits at law, that may take place between any Citizens of the United States and the subjects of the Regency of Algiers, shall be decided by the Dey in Person and no other.

ARTICLE 20th

If a citizen of the United States should Kill, wound or strike a subject of Algiers, or on the contrary, a subject of Algiers, should kill, wound or strike a citizen of the United States, the law of the country shall take

place and equal justice shall be rendered, the consul assisting at the trial; but the sentence of punishment against an American citizen shall not be greater, or more severe, than it would be against a Turk, in the same predicament, and if any delinquent should make his escape, the Consul shall not be responsible for him in any manner whatever.

ARTICLE 21st

The Consul of the United States of America, shall not be required to pay any customs or duties whatever on any thing he imports from a foreign country for the use of his house and family.

ARTICLE 22d

Should any of the Citizens of the United States of America die within the Regency of Algiers, the Dey and his subjects shall not interfere with the property of the deceased, but it shall be under the immediate direction of the Consul, unless otherwise disposed of by Will; Should there be no Consul, the effects shall be deposited in the hands of some person worthy of trust, until the party shall appear who has a right to demand them, when they shall render an account of the property; neither shall the Dey, or his subjects give hindrance in the execution of any will that may appear.

ARTICLE ADDITIONAL & EXPLANATORY

The United States of America in order to give to the Dey of Algiers a proof of their desire to maintain the relations of peace and amity between the two powers upon a footing the most liberal; and in order to withdraw any obstacle which might embarrass him in his relations with other States, agree to annul so much of the Eighteenth Article of the foregoing Treaty, as gives to the United States any advantage in the ports of Algiers over the most favoured Nations having Treaties with the Regency.

Done at the Palace of the Government in Algiers on the 22d day of December 1816. which corresponds to the 3d of the Moon Safar Year of the Hegira 1232.[3]

Whereas the undersigned William Shaler a Citizen of the State of New York and Isaac Chauncey, Commander in chief of the Naval Forces of the United States, Stationed in the Mediterranean, being duly appointed Commissioners by letters patent under the signature of the President and Seal of the United States of America, bearing date at the City of Washington the twenty fourth day of August A. D. 1816. for negociating and concluding the renewal of a Treaty of Peace between the United States of America, and the Dey and subjects of the Regency of Algiers.

[3] The seal and tughra (name sign) of Omar Pasha, Dey and Governor of Algiers, appears at the beginning and end of the Turkish translation. The English text is neither signed nor sealed.

We therefore William Shaler and Isaac Chauncey, Commissioners as aforesaid, do conclude the foregoing Treaty, and every article and clause therein contained, reserving the Same nevertheless for the final ratification of the President of the United States of America, by and with the advice, and consent, of the Senate of the United States.

Done in the Chancery of the Consulate General of the United States in the City of Algiers on the 23[d] day of December in the Year 1816 and of the Independence of the United States the Forty First.

WM. SHALER [SEAL]
I. CHAUNCEY [SEAL]

Argentina

NAVIGATION OF PARANÁ AND URUGUAY RIVERS

Treaty signed at San José de Flores July 10, 1853
Senate advice and consent to ratification June 13, 1854
Ratified by the President of the United States July 5, 1854
Ratified by the Argentine Confederation July 12, 1853, and December 20, 1854 [1]
Ratifications exchanged at Paraná December 20, 1854
Entered into force December 20, 1854
Proclaimed by the President of the United States April 9, 1855

10 Stat. 1001; Treaty Series 3 [2]

Treaty for the Free Navigation of the Rivers Paraná and Uruguay, Between the United States and the Argentine Confederation

The President of the United States and His Excellency the Provisional Director of the Argentine Confederation, being desirous of strengthening the bonds of friendship which so happily subsist between their respective States and Countries, and convinced that the surest means of arriving at this result is to take in concert all the measures requisite for facilitating and developing commercial relations, have resolved to determine by treaty the conditions of the free navigation of the Rivers Paraná and Uruguay, and thus to remove the obstacles which have hitherto impeded this navigation.

With this object they have named as their Plenipotentiaries, that is to say:

The President of the United States, Robert C. Schenck, Envoy Extraordinary and Minister Plenipotentiary of the United States to Brazil, and John S. Pendleton, Chargé d'Affaires of the United States to the Argentine Confederation;

---

[1] For provisions regarding ratification, see art. IX.
[2] For a detailed study of this treaty, see 6 Miller 211.

And His Excellency the Provisional Director of the Argentine Confederation, Doctor Don Salvador Maria del Carril, and Doctor Don José Benjamin Gorostiaga;

Who, after having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE I

The Argentine Confederation, in the exercise of her sovereign rights, concedes the free navigation of the Rivers Paraná and Uruguay, wherever they may belong to her, to the merchant vessels of all nations, subject only to the conditions which this treaty establishes, and to the regulations sanctioned, or which may hereafter be sanctioned, by the National Authority of the Confederation.

ARTICLE II

Consequently the said vessels shall be admitted to remain, load and unload in the places and ports of the Argentine Confederation which are open for that purpose.

ARTICLE III

The Government of the Argentine Confederation, being desirous to provide every facility for interior navigation, agrees to maintain beacons and marks pointing out the channels.

ARTICLE IV

A uniform system shall be established by the competent authorities of the Confederation, for the collection of the custom-house duties, harbor, light, police and pilotage dues, along the whole course of the waters which belong to the Confederation.

ARTICLE V

The High Contracting Parties, considering that the Island of Martin Garcia may, from its position, embarrass and impede the free navigation of the Confluents of the River Plate, agree to use their influence to prevent the possession of the said Island from being retained or held by any State of the River Plate or its Confluents which shall not have given its adhesion to the principle of their free navigation.

ARTICLE VI

If it should happen (which God forbid) that war should break out between any of the States, Republics or Provinces of the River Plate or its Confluents, the navigation of the Rivers Paraná and Uruguay shall remain free to the merchant-flag of all nations, excepting in what may relate to munitions of war, such as arms of all kinds, gunpowder, lead and cannon balls.

219-919—70 6

ARTICLE VII

Power is expressly reserved to His Majesty the Emperor of Brazil, and the Governments of Bolivia, Paraguay, and the Oriental State of Uruguay, to become parties to the present Treaty, in case they should be disposed to apply its principles to the parts of the Rivers Paraná, Paraguay and Uruguay over which they may respectively possess fluvial rights.

ARTICLE VIII

The principal objects for which the Rivers Paraná and Uruguay are declared free to the commerce of the world, being to extend the mercantile relations of the countries which border them, and to promote immigration, it is hereby agreed that no favor or immunity shall be granted to the flag or trade of any other nation which shall not equally extend to those of the United States.

ARTICLE IX

The present treaty shall be ratified on the part of the Government of the United States within fifteen months from its date, and within two days by His Excellency the Provisional Director of the Argentine Confederation, who shall present it to the first Legislative Congress of the Confederation for their approbation.

The ratifications shall be exchanged at the seat of Government of the Argentine Confederation within the term of eighteen months.

In witness whereof the respective Plenipotentiaries have signed this Treaty and affixed thereto their seals.

Done at San José de Flores on the tenth day of July in the year of Our Lord one thousand eight hundred and fifty three.

ROB^{t} C. SCHENCK [SEAL]

JN^{o} PENDLETON [SEAL]

SALVADOR M^{a} DEL CARRIL [SEAL]

JOSÉ B. GOROSTIAGA [SEAL]

FRIENDSHIP, COMMERCE, AND NAVIGATION

Treaty signed at San José July 27, 1853
Senate advice and consent to ratification June 13, 1854
Ratified by the President of the United States June 29, 1854
Ratified by the Argentine Confederation July 30, 1853, and December 20, 1854 [1]
Ratifications exchanged at Paraná December 20, 1854
Entered into force December 20, 1854
Proclaimed by the President of the United States April 9, 1855

10 Stat. 1005; Treaty Series 4 [2]

Treaty of Friendship, Commerce and Navigation, Between the United States and the Argentine Confederation

Commercial intercourse having been for some time established between the United States and the Argentine Confederation, it seems good for the security as well as the encouragement of such commercial intercourse and for the maintenance of good understanding between the two governments, that the relations now subsisting between them should be regularly acknowledged and Confirmed by the signing of a Treaty of Friendship, Commerce and Navigation. For this purpose they have nominated their Respective Plenipotentiaries, that is to say:

The President of the United States, Robert C. Schenck, Envoy Extraordinary and Minister Plenipotentiary of the United States to Brazil, and John S. Pendleton, Chargé d'Affaires of the United States to the Argentine Confederation;

And His Excellency the Provisional Director of the Argentine Confederation, Doctor Don Salvador Maria del Carril and Doctor Don José Benjamin Gorostiaga;

Who, after having communicated to each other their full powers, found in good and due form, have agreed upon the following articles:

Article I

There shall be perpetual amity between the United States and their citizens on the one part, and the Argentine Confederation and its citizens on the other part.

[1] For provisions regarding ratification, see art. XIV.
[2] For a detailed study of this treaty, see 6 Miller 269.

Article II

There shall be between all the territories of the United States and all the territories of the Argentine Confederation a reciprocal freedom of Commerce. The citizens of the two countries respectively shall have liberty, freely and securely, to come with their ships and cargoes to all places, ports and rivers, in the territories of either, to which other foreigners, or the ships or cargoes of any other foreign nation or state, are or may be permitted to come; to enter into the same, and to remain and reside in any part thereof, respectively; to hire and occupy houses and warehouses for the purposes of their residence and commerce; to trade in all kinds of produce, manufactures and merchandize of lawful commerce; and generally to enjoy in all their business the most complete protection and security, subject to the general laws and usages of the two countries respectively. In like manner the respective ships of war, and post-office or passenger packets of the two countries shall have liberty, freely and securely, to come to all harbors, rivers and places, to which other foreign ships of war and packets are or may be permitted to come; to enter into the same, to anchor and remain there and refit, subject always to the laws and usages of the two countries respectively.

Article III

The two high contracting parties agree that any favor, exemption, privilege or immunity whatever, in matters of commerce or navigation, which either of them has actually granted, or may hereafter grant, to the citizens or subjects of any other government, nation, or state, shall extend, in identity of cases and circumstances, to the citizens of the other contracting party, gratuitously, if the concession in favor of that other government, nation or state shall have been gratuitous—or, in return for an equivalent compensation, if the concession shall have been conditional.

Article IV

No higher or other duties shall be imposed on the importation into the territories of either of the two contracting parties, of any article, of the growth, produce or manufacture of the territories of the other contracting party, than are or shall be payable on the like article of any other foreign country; nor shall any other or higher duties or charges be imposed in the territories of either of the contracting parties on the exportation of any article to the territories of the other, than such as are or shall be payable on the exportation of the like article to any other foreign country; nor shall any prohibition be imposed upon the importation or exportation of any article of the growth, produce or manufacture of the territories of either of the contracting parties, to or from the territories of the other, which shall not equally extend to the like article of any other foreign country.

ARTICLE V

No other or higher duties or charges on account of tonnage, light or harbor dues, pilotage, salvage in case of average or shipwreck, or any other local charges, shall be imposed, in the ports of the two contracting parties, on the vessels of the other, than those payable in the same ports on its own vessels.

ARTICLE VI

The same duties shall be paid and the same drawbacks and bounties allowed upon the importation or exportation of any article into or from the territories of the United States, or, into or from the territories of the Argentine Confederation, whether such importation or exportation be made in vessels of the United States, or, in vessels of the Argentine Confederation.

ARTICLE VII

The contracting parties agree to consider and treat as vessels of the United States and of the Argentine Confederation, all those which, being furnished by the competent authority with a regular passport or sea-letter, shall, under the then existing laws and regulations of either of the two governments, be recognized fully and *bona fide* as national vessels by that country to which they respectively belong.

ARTICLE VIII

All merchants, commanders of ships and others, citizens of the United States, shall have full liberty, in all the territories of the Argentine Confederation, to manage their own affairs themselves, or, to commit them to the management of whomsoever they please, as broker, factor, agent or interpreter; nor shall they be obliged to employ any other persons in those capacities, than those employed by citizens of the Argentine Confederation, nor to pay them any other salary or remuneration than such as is paid in like cases by citizens of the Argentine Confederation. And absolute freedom shall be allowed in all cases to the buyer and seller to bargain and fix the price of any goods, wares or merchandize imported into or exported from the Argentine Confederation, as they shall see good, observing the laws and established customs of the country. The same rights and privileges, in all respects, shall be enjoyed in the territories of the United States, by the citizens of the Argentine Confederation. The citizens of the two contracting parties shall reciprocally receive and enjoy full and perfect protection for their persons and property and shall have free and open access to the Courts of justice in the said countries respectively for the prosecution and defence of their just rights, and they shall be at liberty to employ in all cases such advocates, attorneys or agents as they may think proper, and they shall enjoy in this respect the same rights and privileges therein as native citizens.

Article IX

In whatever relates to the police of the ports, the lading and unlading of ships, the safety of the merchandize, goods and effects, and to the acquiring and disposing of property of every sort and denomination either by sale, donation, exchange, testament, or in any other manner whatsover, as also to the administration of justice, the citizens of the two contracting parties shall reciprocally enjoy the same privileges, liberties and rights, as native citizens, and they shall not be charged, in any of those respects, with any higher imposts or duties than those which are paid or may be paid by native citizens, submitting of course to the local laws and regulations, of each country respectively. If any citizen of either of the two contracting parties shall die without will or testament, in any of the territories of the other, the Consul general or Consul of the nation to which the deceased belonged, or the representative of such Consul general or Consul, in his absence, shall have the right to intervene in the possession, administration and judicial liquidation of the estate of the deceased, conformably with the laws of the country, for the benefit of the creditors and legal heirs.

Article X

The citizens of the United States residing in the Argentine Confederation, and the citizens of the Argentine Confederation residing in the United States, shall be exempted from all compulsory military service whatsover, whether by sea or by land, and from all forced loans, requisitions or military exactions; and they shall not be compelled, under any pretext whatever, to pay any ordinary charges, requisitions or taxes greater than those that are paid by native citizens of the contracting parties respectively.

Article XI

It shall be free for each of the two contracting parties to appoint Consuls, for the protection of trade, to reside in any of the territories of the other party; but, before any Consul shall act as such, he shall, in the usual form, be approved and admitted by the Government to which he is sent; and either of the contracting parties may except from the residence of Consuls such particular places as they judge fit to be excepted.

The archives and papers of the Consulates of the respective governments shall be respected inviolably, and under no pretext whatever shall any magistrate, or, any of the local authorities, seize, or in any way interfere with them.

The Diplomatic agents and Consuls of the Argentine Confederation shall enjoy in the territories of the United States, whatever privileges, exemptions and immunities are, or shall be granted to agents of the same rank belonging to the most favored nation; and in like manner, the diplomatic agents and Consuls of the United States, in the territories of the Argentine Confederation, shall enjoy, according to the strictest reciprocity, whatever privileges

exemptions and immunities, are, or may be granted in the Argentine Confederation to the diplomatic agents and Consuls of the most favored nation.

Article XII

For the better security of commerce between the United States and the Argentine Confederation, it is agreed, that if at any time any interruption of friendly commercial intercourse, or any rupture, should unfortunately take place between the two contracting parties, the citizens of either of them residing in the territories of the other, shall have the privilege of remaining and continuing their trade or occupation therein, without any manner of interruption, so long as they behave peaceably and commit no offence against the laws; and their effects and property, whether entrusted to individuals or to the state, shall not be liable to seizure or sequestration, or to any other demands than those which may be made upon the like effects or property belonging to the native inhabitants of the state in which such citizens may reside.

Article XIII

The citizens of the United States, and the citizens of the Argentine Confederation, respectively, residing in any of the territories of the other party, shall enjoy in their houses, persons and properties, the full protection of the government.

They shall not be disturbed, molested, nor annoyed in any manner on account of their religious belief, nor in the proper exercise of their peculiar worship, either within their own houses, or, in their own Churches or chapels; which they shall be at liberty to build and maintain, in convenient situations, to be approved of by the local government, interfering in no way with, but respecting the religion and customs of the country in which they reside. Liberty shall also be granted to the citizens of either of the contracting parties, to bury those who may die in the territories of the other, in burial places of their own, which in the same manner may be freely established & maintained.

Article XIV

The present Treaty shall be ratified on the part of the Government of the United States within fifteen months from the date; and within three days by His Excellency the Provisional Director of the Argentine Confederation, who will also present it to the first Legislative Congress of the Confederation for their approval.

The ratifications shall be exchanged at the seat of Government of the Argentine Confederation within the term of eighteen months.

In witness whereof the respective Plenipotentiaries have signed this Treaty, and affixed thereto their seals.

Done at San José on the twenty seventh day of July in the year of Our Lord one thousand eight hundred & fifty three.

Rob^{t} C. Schenck	[seal]
Jn^{o} Pendleton	[seal]
Salvador M^{a} del Carril	[seal]
José B. Gorostiaga	[seal]

EXTRADITION

Convention signed at Buenos Aires September 26, 1896
Senate advice and consent to ratification, with amendments, January 28, 1897 [1]
Ratified by the President of the United States, with amendments, May 28, 1898 [1]
Senate advice and consent to ratification of amended convention February 5, 1900
Amended convention ratified by the President of the United States April 7, 1900
Ratified by Argentina June 2, 1900
Ratifications exchanged at Buenos Aires June 2, 1900
Entered into force July 2, 1900
Proclaimed by the President of the United States June 5, 1900

31 Stat. 1883; Treaty Series 6

The President of the United States of America and the President of the Argentine Republic, interested in the improvement of the administration of justice and in the prevention of crime within their respective territories, have agreed to celebrate a treaty by which fugitives from justice will be, in de-

[1] On Jan. 28, 1897, the Senate gave its advice and consent to ratification with the following amendments:

Article 2, subarticle 1, after "infanticide" strike out "and" and insert ", manslaughter, when voluntary)";

Article 2, subarticle 3, after "Larceny" insert "of property of the value of two hundred dollars, or upwards";

Article 2, subarticle 6, after "principals" insert "; where in either class of cases the embezzlement exceeds the sum of two hundred dollars";

Article 2, subarticle 11, paragraph (*a*), after "Piracy" insert "by the law of nations";

Article 3, after "treaty" insert ", but neither Government shall be bound to deliver its own citizens for extradition under this Convention; but either shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so".

The convention, as amended by the Senate, was ratified by the President on May 28, 1898. The amendments in the English text were accepted by the National Congress of Argentina on Dec. 29, 1898. At the same time the National Congress adopted a Spanish text which conformed to the English text as amended. The original convention (signed English and Spanish texts), the amendments by the Senate, and the revised Spanish text adopted by the Argentine Congress were resubmitted to the Senate by the President on Dec. 20, 1899.

The text printed here is the amended text as proclaimed by the President.

termined circumstances, reciprocally delivered up, to which effect they have named as their plenipotentiaries, to wit:

The President of the United States of America, William I. Buchanan, their Envoy Extraordinary and Minister Plenipotentiary, to the Argentine Republic, and the President of the Argentine Republic, H. E. Señor Doctor Don Amancio Alcorta, Minister of Foreign Relations, who, after communicating to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

ARTICLE 1

The Government of the United States of America and the Government of the Argentine Republic mutually agree to deliver up those persons found accused of, or convicted of having committed, in the territory of one of the high contracting parties, any of the crimes or offenses specified in the following article, who shall take refuge or be found within the territory of the other.

This will only take place when the evidence of criminality is of such a character that according to the laws of the country where the fugitive or person so accused is found, would legally justify his arrest and commitment for trial, if the crime or offense had been there committed.

ARTICLE 2

Extradition will be granted for the following crimes and offenses.

1. Homicide (comprehending assassination, parricide, poisoning[,] infanticide, manslaughter, when voluntary), or the attempt to commit any of these crimes.

2. Arson.

3. Burglary, house-breaking, shop-breaking, robbery committed with violence, actual attempted or threatened. Larceny of property of the value of two hundred dollars, or upwards.

4. Forgery, or the utterance of forged papers; the forgery of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.

5. The counterfeiting, or falsifying of money, whether coin or paper, or of instruments of debt created by national, State, provincial or municipal Governments, or of coupons thereof, or of bank notes, or the utterance or circulation of these; the counterfeiting, falsifying or altering of seals of State.

6. Embezzlement of public moneys, committed within the jurisdiction of either of the high contracting parties by public functionaries or depositaries; embezzlement committed by one or more persons, hired or salaried, to the detriment of their employers or principals; where in either class of cases the embezzlement exceeds the sum of two hundred dollars.

7. Fraud, or breach of trust, committed by a bailee, banker, agent, factor, trustee, director, member or public officer of any company, when such act is

punishable by the laws of both contracting parties, and the amount of money or the value of the property misappropriated is not less than two hundred dollars.

8. Perjury, or subornation of perjury.

9. Rape, abduction, kidnapping and child-stealing.

10. Any act, committed with criminal intent, the object of which is to endanger the safety of any person travelling or being upon a railway.

11. Crimes and offenses committed at sea:

(*a*) Piracy by the law of nations.

(*b*) Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authorities of the ship.

(*c*) Wrongfully sinking or destroying a ship at sea, or attempting to do so.

(*d*) Assault on board a ship at sea with intent to do serious bodily harm.

12. Trading in slaves when the offense is declared criminal by the laws of both countries.

In all cases the extradition of agents, participants or cooperators in any of the crimes or offenses enumerated herein, or attempts thereof, will be granted when the punishment fixed for the crime or offense is greater than one year's imprisonment.

ARTICLE 3

In no case shall the nationality of the person accused be an impediment to his extradition, under the conditions stipulated by the present treaty, but neither Government shall be bound to deliver its own citizens for extradition under this Convention; but either shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so.

ARTICLE 4

The requisition for extradition shall be made through the diplomatic agents of the high contracting parties or, in case of their defect, by the superior consular officers thereof, accompanied by a legalized copy of the sentence of the judge, or of the warrant of arrest; issued in the country where the crime or offense may have been committed, as also the depositions or other testimony by virtue of which the warrant of arrest was issued.

Besides the sentence of the judge, or the warrant of arrest, it will be necessary in the formal request for extradition, to accompany it with such evidence as may be necessary to establish the identity of the person demanded, together with a duly certified copy of the law applicable to the act charged, as shown by statute or judicial decision.

For the purpose of extradition the two high contracting parties will proceed, in accordance with this treaty, in conformity with the laws regulating judicial proceedings at the time being in force in the country to which the demand for extradition shall be directed.

ARTICLE 5

In urgent cases the two high contracting parties may request, by mail or telegraph, the provisional arrest of the person accused and the retention of the objects relating to the crime or offense, in each case setting forth the existence of a sentence, or warrant of arrest, and clearly stating the nature of the crime or offense charged.

Such provisional detention will cease and the person held will be placed at liberty if the formalities for his extradition, in the required form set out in the preceding article, are not presented within two months, counting from the day of the arrest.

ARTICLE 6

Extradition will not be granted for a crime or offense of a political character nor for those connected therewith.

No person delivered up in virtue of this treaty can be tried, or punished, for a political crime or offense, nor for an act having connection therewith, committed before the extradition or surrender of such person.

In cases of doubt with relation to the present article, the decision of the judicial authorities of the country to which the demand for extradition is directed will be final.

ARTICLE 7

Extradition will not be granted when the crime or offense charged, or for which the fugitive has been condemned, is found unpunishable, by reason of statutory limitation, in accordance with the laws of the country of asylum.

ARTICLE 8

In no case can the person surrendered be held or tried in the country to which he has been surrendered for any crime other than that for which extradition was granted until he has returned, or had an opportunity to return, to the surrendering State.

This stipulation will not apply to crimes or offenses committed after extradition has taken place.

ARTICLE 9

All articles at the time of apprehension in the possession of the person demanded, whether being the proceeds of the crime or offense charged, or being material as evidence in making proof of the crime or offense, shall, so far as practicable in conformity with the laws of the respective countries, be given up when the extradition takes place. Nevertheless, the rights of third parties with regard to such articles shall be duly respected.

ARTICLE 10

If the individual claimed by one of the high contracting parties, in pursuance of the present treaty, shall also be claimed by one or several powers, on account of crimes or offenses committed within their respective jurisdictions,

his extradition shall be granted to the State whose demand is first received: Provided, that the government from which extradition is sought is not bound by treaty to give preference otherwise.

ARTICLE 11

All expenses connected with the extradition of a fugitive, excepting the compensation of public officers who receive a fixed salary, will be borne by the State asking such extradition.

ARTICLE 12

The present treaty shall take effect on the thirtieth day after the date of the exchange of the ratifications.

The ratifications of the present treaty shall be exchanged at Buenos Aires as soon as possible, and it shall remain in force for a period of six months after the date on which either of the contracting governments shall give notice to the other of a purpose to terminate it.

In witness whereof the respective Plenipontentiaries have signed this Treaty and affixed thereto their seals.

Done in duplicate, at the city of Buenos Aires, this twenty sixth day of September eighteen hundred and ninety six.

WILLIAM I. BUCHANAN [SEAL]

AMANCIO ALCORTA [SEAL]

COPYRIGHT

Exchanges of notes at Buenos Aires April 28, July 28, August 28, and September 3, 1934; proclamation by the President of the United States August 23, 1934
Entered into force August 23, 1934

160 League of Nations Treaty Series 57

Exchanges of Notes

The American Ambassador to the Minister of Foreign Affairs and Worship

Embassy of the
United States of America

No. 108 Buenos Aires, *April 28th, 1934.*

Excellency,

I have the honor to inform Your Excellency that the Department of State considers that the provisions of the new copyright law of Argentina (Ley II.723, "Régimen legal de la propiedad intelectual sobre amparo de las Obras literarias, cientificas y artisticas", promulgated on September 28th, 1933) would warrant the exercise of authority granted to the President by the provisions of Section 8 of the copyright laws of the United States, to issue a proclamation declaring that citizens of Argentina are entitled to all the benefits of the Act of Congress approved March 4th, 1909, and Acts amendatory thereof relating to copyright.

In this connection, I have the honor to enclose a pamphlet containing a copy of the Act of Congress approved March 4th, 1909 (35 Stat. Part I, 1075), with amendments, and a copy of the proposed proclamation which the Department of State is prepared to recommend to the President.

Before recommending to the President that this proclamation be issued, the Department of State has requested me to communicate the foregoing information to Your Excellency's Government and to ascertain whether under the law referred to above, the Argentine Government is prepared to extend copyright protection to citizens of the United States simultaneously

with the issuance of the enclosed proclamation by the President of the United States.

Please accept, Excellency, the renewed assurance of my highest consideration.

ALEXANDER W. WEDDELL

His Excellency

Doctor CARLOS SAAVEDRA LAMAS,
Minister for Foreign Affairs and Worship,
etc., etc., etc.

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *July 28th, 1934.*

MR. AMBASSADOR,

In reply to Your Excellency's note of April 28th last, I have the honor to inform you that, in accordance with the stipulations of Law No. 11.723, on artistic and literary copyright, the artistic, literary and scientific works published in the United States of America, no matter what the author's nationality may be, enjoy the protection afforded by that Law to the authors of works published in the Republic, provided that the country to which the author belongs also recognize copyright of intellectual property.

Consequently, there is no obstacle, on the part of this Government, to prevent the President of the United States of America from issuing the customary proclamation, which will be a motive of satisfaction for the Government of the Argentine Republic, in view of such an important step in the relations between the two countries.

I take pleasure in transmitting to Your Excellency, for the official knowledge of your Government, the text of the Law to which reference is made, as well as its Rules and Regulations, of May 3rd of the present year.

I avail myself of this opportunity to reiterate to Your Excellency the assurance of my highest consideration.

CARLOS SAAVEDRA LAMAS

To His Excellency

The Ambassador Extraordinary
and Plenipotentiary of the
United States of America,
Mr. ALEXANDER WILBOURNE WEDDELL.

The American Ambassador to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 162 BUENOS AIRES, *August 28th, 1934.*

EXCELLENCY,

I have the honor to refer to my note No. 108 of April 28th, 1934, informing Your Excellency that the Department of State considered that the provision of the new copyright law of Argentina would warrant the exercise of authority granted to the President of the United States by the provisions of Section Eight of the Copyright Laws of the United States to issue a proclamation declaring that citizens of Argentina are entitled to all the benefits of the Act of Congress approved March 4th, 1909, and acts amendatory thereof relating to copyright.

I also refer to Your Excellency's courteous note of July 28th, 1934, in reply thereto, informing me that in accordance with the provisions of Law No. 11.723 on artistic and literary copyright, the artistic, literary and scientific works published in the United States, no matter what the author's nationality may be, enjoy the protection afforded by that law to the authors of works published in the Republic, provided that the country which the author belongs also recognises the copyright of intellectual property. You state further that it would be a motive of satisfaction to the Argentine Republic to have the President of the United States issue this proclamation.

I now take pleasure in informing Your Excellency that I have just received a telegram from the Department of State informing me that the President of the United States issued a proclamation establishing reciprocal copyright relations between Argentina and the United States on August 23rd last.

Please accept, Excellency, the renewed assurances of my highest consideration.

ALEXANDER W. WEDDELL

His Excellency
Doctor CARLOS SAAVEDRA LAMAS,
Minister for Foreign Affairs and Worship,
etc., etc., etc.

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *September 3rd, 1934.*

MR. AMBASSADOR,

I take pleasure in acknowledging receipt of Your Excellency's note No. 162 of August 28th last referring to a previous note of your Embassy No. 108

of April 28th of the present year, informing me that the Department of State considered that the provisions of the new Argentine Copyright Law would warrant the exercise of authority granted to the President of the United States by the provisions of Section Eight of the Copyright Laws of the United States to issue a proclamation declaring that citizens of Argentina are entitled to all the benefits of the Act of Congress approved on March 4th, 1909, and acts amendatory thereof relating to copyright.

Your Excellency also refers to this Chancellery's note of July 28th, 1934, in reply thereto, stating that in accordance with the provisions of Law No. 11.723 on artistic and literary copyright, the artistic, literary and scientific works published in the United States, no matter what the author's nationality may be, enjoy the protection afforded by that law to the authors of works published in the Republic provided that the country to which the author belongs also recognizes the copyright of intellectual property, and that it would be a motive of satisfaction to the Argentine Republic to have the President of the United States issue this proclamation.

In view of these antecedents Your Excellency takes pleasure in informing me that you have received a telegram from the Department of State stating that the President of the United States issued a proclamation establishing reciprocal copyright relations between Argentina and the United States on August 23rd last.

In expressing to Your Excellency that this Government is gratified to know of the decision of your Government and that it has duly informed the respective authorities, I reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

CARLOS SAAVEDRA LAMAS

His Excellency
The Ambassador Extraordinary
and Plenipotentiary of the
United States of America,
Mr. ALEXANDER WILBOURNE WEDDELL.

PROCLAMATION

COPYRIGHT—ARGENTINA

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

Whereas it is provided by the act of Congress approved March 4th, 1909 (ch. 320, 35 Stat. 1075-1088), entitled "An act to amend and consolidate the acts respecting copyright", that the copyright secured by the act, except the benefits under section 1(e) thereof as to which special conditions are imposed, shall extend to the work of an author or proprietor who is a citizen or subject of a foreign state or nation, only upon certain conditions set forth in section 8 of the act, to wit:

"(*a*) When an alien author or proprietor shall be domiciled within the United States at the time of the first publication of his work; or

"(*b*) When the foreign state or nation of which such author or proprietor is a citizen or subject grants, either by treaty, convention, agreement, or law, to citizens of the United States the benefit of copyright on substantially the same basis as to its own citizens, or copyright protection substantially equal to the protection secured to such foreign author under this Act or by treaty; or when such foreign state or nation is a party to an international agreement which provides for reciprocity in the granting of copyright, by the terms of which agreement the United States may, at its pleasure, become a party thereto"; and

Whereas it is provided by section 1(e) that the provisions of the act "so far as they secure copyright controlling the parts of instruments serving to reproduce mechanically the musical work, shall include only compositions published and copyrighted after this Act goes into effect, and shall not include the works of a foreign author or composer unless the foreign state or nation of which such author or composer is a citizen or subject grants, either by treaty, convention, agreement, or law, to citizens of the United States similar rights"; and

Whereas the President is authorized by section 8 to determine by proclamation made from time to time the existence of the reciprocal conditions aforesaid, as the purposes of the act may require; and

Whereas satisfactory official assurances have been received that on and after August 23rd, 1934, citizens of the United States will be entitled to obtain copyright for their works in Argentina which is substantially equal to the protection afforded by the copyright laws of the United States, including rights similar to those provided by section 1(e);

Now, therefore, I, Franklin D. Roosevelt, President of the United States of America, do declare and proclaim:

That on and after August 23rd, 1934, the conditions specified in section 8 (b) and 1(e) of the act of March 4th, 1909, will exist and be fulfilled in respect of the citizens of the Argentine Republic and that on and after August 23rd, 1934, citizens of the Argentine Republic shall be entitled to all the benefits of this act and acts amendatory thereof:

Provided, That the enjoyment by any work of the rights and benefits conferred by the act of March 4th, 1909, and the acts amendatory thereof, shall be conditional upon compliance with the requirements and formalities prescribed with respect to such works by the copyright laws of the United States;

And provided further, That the provisions of section 1(e) of the act of March 4th, 1909, insofar as they secure copyright controlling parts of instruments serving to reproduce mechanically musical works shall apply only to compositions published after July 1st, 1909, and registered for copyright in the United States which have not been reproduced within the United

States prior to August 23rd, 1934, on any contrivance by means of which the work may be mechanically performed.

In witness whereof, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

Done at the City of Washington this 23rd day of August, in the year of our Lord nineteen hundred and thirty-four, and of the Independence of the United States of America the one hundred and fifty-ninth.

[SEAL]

FRANKLIN D. ROOSEVELT

By the President:

WILLIAM PHILLIPS,
Acting Secretary of State

MILITARY AVIATION MISSION

Agreement signed at Washington September 12, 1939
Entered into force September 12, 1939
Superseded by agreement of June 29, 1940 [1]

54 Stat. 1813; Executive Agreement Series 161

AGREEMENT

The President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,[2] as amended by an Act of Congress, May 14, 1935,[3] having authorized the detail of United States Army Air Corps officers to assist the Argentine War Department, the following conditions are agreed between the Ambassador of the Argentine Republic at Washington, as representative and agent of the Argentine Ministry of War, hereinafter referred to as the Party of the First Part, and the Secretary of War of the United States of America as representative and agent of certain officers of the Air Corps, United States Army, hereinafter referred to as the Parties of the Second Part or as Officers of the Regular Army of the United States of America who have been detailed to their duties by the Secretary of War of the United States after approval of the compensation and emoluments herein stipulated.

TITLE I

DUTIES AND DURATION

Article 1. The Parties of the Second Part hereby agree:

a) To place at the disposal of the Party of the First Part all their technical and professional capacities, acting as technical advisers and instructors with regard to aviation when so requested by the Minister of War, Argentine Republic;

b) To advise the Commanding Officer of the Army Air Forces cooperating with him in all matters pertaining to same, prescribing the courses and assisting in the instruction;

c) To instruct personally in their capacities as instructors of bombing,

[1] EAS 175, *post*, p. 96.
[2] 44 Stat. 565.
[3] 49 Stat. 218.

aerial gunnery, aerial tactics, blind and night flying and navigation, as regards both theory and flying, the students who are detailed to them in a complete course dealing with the subject for which they shall draw up a program in accordance with the directives of the Commander of the Air Forces of the Army;

d) To obey without any reservations except such as may be required by the obligations of their oaths as officers of the United States Army, the orders of the service which may be given to them by the Minister of War or his lawful deputy, relative to the performances of their duties. In case of non-compliance with this provision the Party of the First Part shall be empowered to cancel the present contract, under the conditions set forth in Article 9;

e) The Parties of the Second Part shall participate in such air flights as may be required in the performance of their duties; provided further, that the Argentine Government shall place an airplane at their disposal for such periodic flights as may be required to maintain their status as pilots under United States Army Regulations. In making flights no liability is assumed by the Parties of the Second Part for damage caused to equipment, or for death or injury to others incident to any accident in which he may be involved under the provisions of this contract.

The senior officer will assure normally the direct relations with the Minister of War, the Chief of Staff of the Army and the Commanding Officer of the Air Force.

Article 2. This agreement shall continue in effect for a period of one year from the date of its signature.

Article 3. This present agreement is subject to extension by mutual consent at its expiration for a period of one year.

Article 4. It is agreed that the services to be rendered by the Parties of the Second Part, as set forth in Article 1, shall be suspended in the event that any of the armed forces of Argentina engage in activities other than those normally carried on during times of peace. It is agreed further that in case of war being declared between the Argentine Republic and any other nation or between the United States and any other nation, the present agreement shall at once be considered terminated, subject to the return of the officers, their families and household effects to the United States, as indicated in Articles 13, 14, 15, 16 and 19.

Article 5. It is stipulated and agreed that while the Parties of the Second Part shall be employed under this agreement, or any extension thereof, the Party of the First Part will not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless expressly agreed to between the Argentine Government and the Government of the United States.

TITLE II

REQUISITES AND CONDITIONS

Article 6. The Parties of the Second Part hereby agree not to divulge nor by any means to disclose to any foreign government or person whatsoever any secret or confidential matter of which they may become cognizant as a natural consequence of their functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present or any other subsequent agreement.

Article 7. During the entire stay in the Argentine Republic at the service of the Party of the First Part, the Parties of the Second Part shall be entitled to the benefits which the Argentine Army Regulations provide for its officers of corresponding rank.

Article 8. In case the Party of the First Part should desire that the services of the Parties of the Second Part be extended beyond the period stipulated in Article 2, as referred to in Article 3, written proposal to that effect must be made three months before the expiration of the present agreement.

Article 9. The present agreement may be cancelled by either of the Parties subject to thirty (30) days' notice in writing.

Article 10. For the purposes of the present contract the family of an officer is construed to include his wife and dependent children.

Article 11. After each year of service with the Argentine Government, or proportional part thereof, should this contract be terminated prior to one year, the Parties of the Second Part are individually entitled to one month's leave or proportional part thereof with pay.

Article 12. The leave cited in the preceding Article may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits to foreign countries. In all cases, a previously written application, containing full details, addressed to the appropriate Argentine Army authority, will be necessary. Unused portions of such leave including that deriving from the previous individual contracts shall be cumulative from year to year.

TITLE III

COMPENSATIONS

Article 13. For the services specified in Article 1 of this contract the officers of the Regular Army of the United States of America shall receive from the Argentine Government monthly compensation in pesos, national money, of legal tender, additional to the pay and allowances which they receive from the Government of the United States, according to the following schedule:

Major and Chief Officer	1400
Major	1300
Captains	1200
First Lieutenants	1100

The said salary shall be payable on the last day of each month, it being hereby stipulated that neither said compensation nor the pay and allowances which they receive from the Government of the United States, shall be subject to any Argentine Government tax now in force, and that if any other tax or taxes are imposed by the Argentine Government, the compensation shall be so increased as to cover this taxation.

Article 14. The compensation set forth in Article 13 shall begin from the date of signature of this agreement in the case of such officers as may be in the Argentine Republic at that time, and in the case of any newly assigned officer shall begin on the date of leaving New York, traveling by sea. The compensation shall continue until the termination of this contract, plus the time required to travel by the usual sea route from Buenos Aires to New York, plus such additional time as may cover the leave periods.

Article 15. The Party of the First Part will furnish the expenses of transportation if necessary by land and sea of the Parties of the Second Part, their families, household effects and baggage, including automobile, in advance, the officers and their families being furnished with first-class accommodations.

Article 16. An additional allowance of one-half month's compensation will be provided in advance by the Argentine Government to cover expenses of locating and housing any additional officer and his family as may proceed to the Argentine Republic under this contract.

Article 17. The cases of cancellation mentioned in Article 9 shall be compensated as follows:

a) The United States may, if the public interest so requires, recall at any time any or all of the officers, substituting for them other officers acceptable to the Argentine Government, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Argentine Government, any member of the officers is recalled for due or just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the United States of America.

b) If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the officers and all effects thereof to the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Argentine Government, or as a result of war between the Argentine Republic and a foreign government or as the result of the contingency envisaged in Article 4, the Argentine Government shall bear these costs.

Article 18. The Party of the First Part will not provide for annual leave any additional allowance or compensation further than that stipulated in Article 13 and mentioned in Article 14.

Article 19. The additional allowance of Article 16 for the Parties of the Second Part shall be paid by the Party of the First Part prior to departure from present station in the United States proceeding by the usual traveled route.

Article 20. The household effects and baggage, including an automobile, of officers arriving in the Argentine Republic additional to or in replacement of the original officers, shall be exempt from customs duties in the Argentine Republic, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Argentine Government.

Article 21. The compensation for transportation and traveling expenses in the Argentine Republic necessitated by the Argentine official business in compliance with Article 1 will be provided according to conditions specified in Article 7.

Article 22. a) Should any of the Parties of the Second Part become ill, he shall be cared for by the Argentine Government in such hospital, after consultation, as may be considered suitable; any officer unable to perform his duties by reason of long continued physical disability shall be changed.

b) If any of the Parties of the Second Part, or one of his family, should die in the Argentine Republic while the present or any extension of this agreement is in force, the Party of the First Part shall have the body transported to such place in the United States as the family may decide. Should the deceased be any of the Parties of the Second Part this agreement will be considered terminated with reference to him fifteen days after his death, and compensation will be provided as specified in Articles 13, 14, 15, 16, 19 and 20, payable to the widow of the Party of the Second Part or other person who may be designated in writing by the Party of the Second Part any time during the continuance of this contract, provided such widow or other person will not be compensated for the accrued leave of the deceased, and provided further that these compensations be paid within fifteen days of the death of the Party of the Second Part.

Article 23. In faith whereof, the undersigned, being duly authorized, sign the present agreement in two texts in duplicate, each one in the Spanish and English languages, this twelfth day of September, nineteen hundred and thirty-nine, in Washington, D. C., United States of America.

FELIPE A. ESPIL [SEAL]

HARRY T. WOODRING [SEAL]

EXCHANGE OF PUBLICATIONS

Exchange of notes at Buenos Aires September 30 and October 17, 1939
Entered into force October 17, 1939

54 Stat. 1855; Executive Agreement Series 162

The Minister of Foreign Affairs and Worship to the American Ambassador
[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP
D. A. P.

BUENOS AIRES, *September 30, 1939.*

MR. AMBASSADOR:

With reference to the Embassy's note No. 1022 of January 12 last, I have the honor to inform Your Excellency that the Argentine Government agrees to conclude with the Government of the United States the following agreement proposed by the United States for the exchange of official publications:

There shall be a complete exchange of publications between the Government of the Argentine Republic and the Government of the United States of America, to be effected as follows:

1. The office of official exchange on the part of the Argentine Republic is the Ministry of Foreign Affairs and Worship, through the medium of its Fourth Section. The office of official exchange for the transmission of publications from the United States of America is the Smithsonian Institution.

2. The remittance of such exchanged publications shall be received on behalf of the Argentine Republic by the Fourth Section of the Ministry of Foreign Affairs and Worship; on behalf of the United States of America by the Library of Congress.

3. The Government of the Argentine Republic shall supply regularly in one copy a complete collection of the official publications of its various departments, offices, sections, and institutions. A list of these entities is enclosed. This list shall be extended in such a way as to include, without requiring subsequent formalities, any new office which the Government may establish hereafter.

4. The Government of the United States of America shall supply regularly in one copy a complete collection of the official publications of its various departments, offices, sections, and institutions. A list of these entities is en-

219-919 -70 7

closed. This list shall be extended in such a way as to include, without requiring subsequent formalities, any new office which the Government may establish hereafter.

5. With regard to entities which at present do not issue publications and which do not figure in the enclosed lists, it is understood that the publications which such entities may issue in the future shall be transmitted in one copy.

6. Neither of the Governments shall be obliged by the present agreement to supply confidential publications, forms, or circulars that are not of public character.

7. Both contracting parties shall be responsible for postal, railway, maritime, and other expenses originating in their own country in fulfillment of the present agreement.

8. Both parties express their desire to hasten, as much as possible, the forwarding of their publications.

9. The present agreement shall not be considered as a modification of the agreements on exchange already existing between the entities of both Governments.

If Your Excellency's Government should be agreeable to the text quoted above, with the reception of an identical note from Your Excellency, my Government will consider the foregoing agreement to be concluded.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

José María Cantilo

The American Ambassador to the Minister of Foreign Affairs and Worship

Embassy of the
United States of America
No. 76 *Buenos Aires, October 17, 1939.*

Excellency:

In acknowledging the receipt of Your Excellency's note of September 30, 1939, I have the honor to inform Your Excellency that the Government of the United States agrees to conclude with the Government of the Argentine Republic the following agreement, proposed in the Embassy's note no. 1022 of January 12, 1939, for the exchange of official publications.

There shall be a complete exchange of official publications between the Government of Argentina and the Government of the United States, which shall be conducted in accordance with the following provisions:

"1. The official exchange office for the transmission of publications of the United States of America is the Smithsonian Institution. The official exchange office on the part of Argentina is the Ministry of Foreign Affairs.

"2. The exchange sendings shall be received on behalf of the United

States of America by the Library of Congress; on behalf of Argentina by the Fourth Section of the Ministry of Foreign Affairs.

"3. The Government of the United States of America shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such instrumentalities is attached (List No. 1). This list shall be extended to include, without the necessity of subsequent negotiation, any new offices that the Government may create in the future.

"4. The Government of Argentina shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such departments is attached (List No. 2). This list shall be extended to include, without the necessity of subsequent negotiation, any new offices that the Government may create in the future.

"5. With respect to instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that publications issued in the future by those instrumentalities shall be furnished in one copy.

"6. Neither Government shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters not of a public nature.

"7. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

"8. Both parties express their willingness as far as possible to expedite shipments.

"9. This agreement shall not be understood to modify the already existing exchange agreements between the various instrumentalities of the two Governments".

In accordance with the suggestion contained in Your Excellency's note above referred to, the Government of the United States will consider this exchange of notes as constituting an agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

NORMAN ARMOUR

His Excellency Doctor JOSÉ MARÍA CANTILO,
Minister for Foreign Affairs and Worship,
Etc., etc., etc.

LIST NO. 1

LIST OF THE VARIOUS DEPARTMENTS AND INSTRUMENTALITIES OF THE UNITED STATES GOVERNMENT, THE PUBLICATIONS OF WHICH ARE TO BE FURNISHED, TOGETHER WITH NOTE OF THE PRINCIPAL SERIAL PUBLICATIONS TO BE INCLUDED IN THE EXCHANGE

AGRICULTURE DEPARTMENT

Crops and markets, monthly
Department leaflet
Farmers' bulletin, irregular

Journal of Agricultural research, semi-monthly
Miscellaneous publication
Technical bulletin, irregular
Yearbook of agriculture, bound
Agricultural economics bureau
Agricultural situation, monthly
Statistical bulletin
Report, annual
Agricultural engineering bureau
Report, annual
Animal industry bureau
Service and regulatory announcements
Biological survey bureau
North American fauna
Report, annual
Chemistry and soils bureau
Soil survey reports
Report, annual
Dairy industry bureau
Report, annual
Entomology and plant quarantine bureau
Report, annual
Experiment stations office
Experiment station record, monthly
Report on agricultural experiment stations, annual
Extension service
Extension service review, monthly
Food and drug administration
Forest service
Report, annual
Home economics bureau
Report, annual
Information office
Report, annual
Plant industry bureau
Public roads bureau
Public roads, journal of highway research, monthly
Report, annual
Soil conservation service
Soil conservation, monthly
Report, annual
Weather bureau
Climatological data for U.S., monthly
Monthly weather review
CENTRAL STATISTICAL BOARD
Report, annual
CIVIL AERONAUTICS AUTHORITY
CIVIL SERVICE COMMISSION
Official register of the U.S., annual, bound
Report, annual
COMMERCE DEPARTMENT
Annual report of the Secretary of Commerce
Census bureau
Decennial census
Biennial census of manufactures
Birth, stillbirth and infant mortality statistics, annual
Financial statistics of cities over 100,000, annual
Financial statistics of state and local governments, annual
Mortality statistics, annual
County and city jails, prisoners, annual
Prisoners in state and federal prisons, annual
Coast and geodetic survey
Special publications

Fisheries bureau
Bulletin
Fishery circular
Investigational report
Foreign and domestic commerce bureau
Commerce reports, weekly
Comparative law series, monthly
Foreign commerce and navigation, bound, annual
Monthly summary of foreign commerce
Statistical abstract, annual
Survey of current business
Trade information bulletin
Trade promotion series
Lighthouses bureau
Maritime inspection and navigation bureau
Merchant marine statistics, annual
Merchant vessels of the United States, annual
National bureau of standards
Circular
Journal of research, monthly
Technical news bulletin, monthly
Patent Office
Official gazette, weekly
Index of trademarks, annual
Index of patents, annual
CONGRESS
Congressional record, bound
Congressional directory, bound
Statutes at large, bound
Code of laws and supplements, bound
House of Representatives
Journal, bound
Documents, bound
Reports, bound
Senate
Journal, bound
Documents, bound
Reports, bound
COURT OF CLAIMS
Report of cases decided
COURT OF CUSTOMS AND PATENT APPEALS
Reports (decisions), bound
DISTRICT OF COLUMBIA
Reports of the various departments of the local government
EMPLOYEES' COMPENSATION COMMISSION
Reports, annual
FARM CREDIT ADMINISTRATION
Report, annual
News for farmer cooperatives, monthly
FEDERAL COMMUNICATIONS COMMISSION
Report, annual
Decisions
FEDERAL DEPOSIT INSURANCE CORPORATION
FEDERAL HOME LOAN BANK BOARD
Federal home loan bank review, monthly
FEDERAL HOUSING ADMINISTRATION
Report, annual
Insured mortgage portfolio, monthly
FEDERAL POWER COMMISSION
Report, annual
FEDERAL RESERVE SYSTEM
Federal reserve bulletin, monthly
Report, annual

FEDERAL TRADE COMMISSION
Report, annual
Decisions, bound
GENERAL ACCOUNTING OFFICE
Decisions of the comptroller-general, bound
GOVERNMENT PRINTING OFFICE
Report, annual
Documents office
Documents catalog, biennial
Monthly catalog
INTERIOR DEPARTMENT
Report, annual (relating chiefly to public lands)
Education office
Bulletin
Pamphlet series
School life, monthly except July and August
Vocational education bulletin
General land office
Geological survey
Bulletin
Professional paper
Water supply papers
Housing authority
Mines bureau
Bulletin
Minerals yearbook
Technical paper
National bituminous coal commission
National park service
Reclamation bureau
Reclamation era, monthly
INTERSTATE COMMERCE COMMISSION
Report, annual
Annual report on statistics of railways
Interstate commerce commission reports (decisions), bound
JUSTICE DEPARTMENT
Annual report of the Attorney General
Opinions of the Attorney General
Prisons bureau
Federal Offenses, annual
LABOR DEPARTMENT
Report, annual
Children's bureau
Bulletin
The Child, monthly news summary
Employment Service
Immigration and naturalization service
Labor standards division
Bulletin
Industrial health and safety series
Labor statistics bureau
Bulletin
Monthly labor review
Women's bureau
Bulletin
LIBRARY OF CONGRESS
Report, annual, bound
Copyright office
Catalog of copyright entries
Documents division
Monthly checklist of state publications
Legislative reference service
State law index, biennial, bound

MARITIME COMMISSION
Maritime commission reports
Report on water-borne foreign commerce, annual
NATIONAL ACADEMY OF SCIENCES
Report, annual
NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
Report, annual
Bibliography of aeronautics, annual
Technical reports
NATIONAL ARCHIVES
Report, annual
Federal register, bound
NATIONAL LABOR RELATIONS BOARD
Report, annual
Decisions
NATIONAL MEDIATION BOARD
Report, annual
NATIONAL RAILROAD ADJUSTMENT BOARD
Awards
NATIONAL RESOURCES COMMITTEE
Reports
NAVY DEPARTMENT
Annual report of the Secretary of the Navy
Engineering bureau
Hydrographic office
Publications
Marine corps
Medicine and surgery bureau
Naval medical bulletin, quarterly
Annual report of the surgeon general
Naval war college
International law situations, annual, bound
Nautical almanac office
American ephemeris and nautical almanac, annual
American nautical almanac, annual
Navigation bureau
Navy directory, quarterly
Register, annual
Supplies and accounts bureau
Naval expenditures, annual
POST OFFICE DEPARTMENT
Postal guide, annual with monthly supplements
Annual report of the postmaster general
Postal savings system
Annual report
PRESIDENT OF THE UNITED STATES
Addresses, messages
RAILROAD RETIREMENT BOARD
Report, annual
RECONSTRUCTION FINANCE CORPORATION
Reports
RURAL ELECTRIFICATION ADMINISTRATION
Report, annual
Rural electrification news, monthly
SECURITIES AND EXCHANGE COMMISSION
Decisions
Report, annual
SMITHSONIAN INSTITUTION
Report, annual
Ethnology bureau
Report, annual
Bulletin
National museum
Report, annual

SOCIAL SECURITY BOARD
Social Security bulletin, monthly
Report, annual
STATE DEPARTMENT
Arbitration series
Conference series
Executive agreement series
Foreign relations, annual, bound
Latin American series
Press releases, weekly
Territorial papers of the United States, bound
Treaty series
Treaty information bulletin, monthly
SUPREME COURT
Official reports, bound

TARIFF COMMISSION
Report annual
Miscellaneous series
Reports
TAX APPEALS BOARD
Board of tax appeals reports
TREASURY DEPARTMENT
Annual report of the state of finances
Combined statement of receipts, expenditures, balances, etc.
Treasury decisions, bound
Budget bureau
Budget, annual, bound
Bookkeeping and warrants division
Digest of appropriations, annual
Coast guard
Register, annual
Comptroller of the currency
Report, annual
INTERNAL REVENUE BUREAU
Internal revenue bulletin, weekly
Annual report of the commissioner of internal revenue
Statistics of income
MINT BUREAU
Report, annual
Narcotics bureau

Procurement division

Public health service
National institute of health bulletin
Public health bulletin, irregular
Public health reports, weekly
Report, annual
Venereal disease information, monthly
VETERANS' ADMINISTRATION
Report, annual
Medical bulletin, quarterly
WAR DEPARTMENT
Report of the secretary of war, annual
Adjutant general's department
Official army register, annual
Army list and directory, semi-annual
Army medical library
Index-catalog
Engineer department
Report of the chief of engineers (incl. commercial statistics of water-borne commerce), annual
Rivers and harbors board. Port series
General staff corps

Insular affairs bureau
Report, annual
Medical department
Report of the surgeon general, annual
Military intelligence division

National guard bureau

Ordnance department

Quartermaster general

Signal office

Works Progress Administration

LIST NO. 2

Nomina de Publicaciones Oficiales

CONGRESO NACIONAL

Diario de Sesiones de las Cámaras de Diputados y Senadores (Tomos anuales).
Leyes Nacionales (anual)
Boletín de la Biblioteca del Congreso Nacional (Bimestral)

CORTE SUPREMA DE LA NACION

Fallos de la Corte Suprema de Justicia de la Nación.

MINISTERIO DEL INTERIOR

Memoria anual
Publicaciones especiales sobre asuntos de política interna

Caja Nacional de Ahorro Postal

Memoria anual
Boletín estadistico e informativo. (mensual).

Departamento Nacional del Trabajo

Investigaciones Sociales (periódicas).
Boletín Informativo. (Bimestral).

Policía de la Capital

Memoria anual
Boletín de Estadística y Jurisprudencia. (Trimestral).

Departamento Nacional de Higiene

Boletín Sanitario (mensual).
"Suplemento"
Publicaciones especiales sobre asuntos de salud pública.

Dirección de Aeronáutica Civil

Boletín de Aeronáutica Civil (anual).

Dirección General de Correos y Telégrafos

Memoria anual.
Guía Oficial de Correos y Telégrafos (anual)

Comisión Nacional de Casas Baratas

Memoria Anual
La Habitación Popular (trimestral)

Comisión Nacional de Cultura

Publicaciones especiales periódicas.

Comisión Nacional de Climatología y Aguas Minerales

Publicaciones especiales periódicas.

219 919—70——8

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Memoria anual.
Informaciones Argentinas (quincenal). Se publican también ediciones en francés e inglés.
Guía de los cuerpos diplomático y Consular argentinos y extranjeros en la argentina.
Publicaciones especiales sobre asuntos de política internacional.

Comisión Nacional de Cultura

Memoria anual.
Obras y autores (periódica).
Cuadernillo de Cultura Teatral (periódica).
Publicaciones especiales de carácter cultural.

Comisión Protectora de Bibliotecas Populares

Memoria anual.
Boletín Bibliográfico (bimestral).
Publicaciones especiales de carácter cultural.

Academia Argentina de Letras

Boletín de la Academia Argentina de Letras (trimestral).

Patronato Nacional de Menores

Infancia y Juventud (trimestral).

Facultad de Derecho y Ciencias Sociales

Boletín Mensual del Seminario.
Boletín del Instituto de Enseñanza Práctica.

Facultad de Ciencias Económicas

Revista de Ciencias Económicas (mensual).

Facultad de Filosofía y Letras

Sus Seminarios publican periódicamente boletines.

Dirección General de Institutos Penales

Memoria y Estadística (anual).
Revista "Penal y Penitenciara"

Consejo Nacional de Educación

El Monitor de la Educación Común (mensual).
Memoria anual.

Inspección General de Justicia

Boletín Informativo (mensual).

Academia Nacional de Medicina

Boletín mensual.

Comisión Nacional de Cooperación Intelectual

Boletín Bibliográfico Argentino (periódico)
Publicaciones especiales de carácter cultural.

Facultad de Agronomía y Veterinaria

Publicaciones especiales de sus institutos de investigación.

Facultad de Ciencias Exactas Físicias y Naturales

Publicaciones especiales de sus institutos de investigación.

Instituto Nacional de la Nutrición

Memoria anual.
La alimentación de las familias en Buenos Aires (periódica).
Publicaciones especiales periódicas.

Sociedad de Beneficencia de la Capital

Memoria anual.

Lotería de Beneficencia Nacional

Memoria anual.

MINISTERIO DE HACIENDA

Memoria anual.
Publicaciones especiales sobre asuntos de carácter financiero.

Dirección General de Estadística

Anuario del Comercio Exterior.
Boletín del Comercio Exterior (semestral).
Informaciones del Comercio Exterior (trimestral).

Contaduría General de la Nación

Memoria anual.

Banco Central de la República Argentina

Memoria anual. Se publican también ediciones en francés e inglés.
Revista Económica (periódica).
Suplemento Estadístico de la Revista Económica (mensual).

Banco de la Nación Argentina

Revista del Banco de la Nación Argentina (mensual).

Banco Hipotecario Nacional

Memoria anual.

Dirección General de Aduanas

Boletín mensual.

Caja Nacional de Jubilaciones y Pensiones Civiles

Memoria anual.

Caja Nacional de Jubilaciones Ferroviarias

Memoria anual.

Caja Nacional de Jubilaciones de Empleados y Obreros de Empresas Particulares

Memoria anual.

Caja Nacional de Jubilaciones Bancarias

Memoria anual.

Comisión Nacional del Censo Industrial

Publicaciones especiales periódicas.

Casa de la Moneda

Memoria anual.

MINISTERIO DE JUSTICIA E INSTRUCCION PUBLICA

Memoria anual.
Boletín del Ministerio de Justicia é Instrucción Pública (Bimestral).
Boletín Oficial (diario).
Boletín Judicial (diario).

Biblioteca Nacional

Revista de la Biblioteca Nacional (periódica).
Publicaciones especiales periódicas de carácter cultural.
Memoria anual.

Achivo General de la Nación

Publicaciones especiales periódicas de carácter histórico.

Academia Nacional de la Historia

Historia Argentina (periódica)
Publicaciones especiales de carácter histórico.

Las Universidades Nacionales del Litoral, La Plata, Córdoba, y Tucumán editan publicaciones especiales por intermedio de sus distintas Facultades.
La Universidad Nacional de Cuyo, recientemente creada, ha ofrecido ya a la Embajada de los Estados Unidos canje de publicaciones.

MINISTERIO DE GUERRA

Memoria anual.
Boletín Militar.
Revista "El Soldado Argentino".
Revista "Tiro y Gimnasia"
Revista de la Sanidad Militar.
Boletín "El Caballo".

MINISTERIO DE MARINA

Memoria (anual).
Memoria de la Prefectura General Marítima (anual).
Revista de Publicaciones Navales.
Tabla de Mareas (anual).
Almanaque Náutico (anual).
Anales Hidrográficos.
Derroteros de la Costa.
Lista de Faros y Balizas
(estas tres últimas publicaciones son "ocasionales", es decir, aparecen cada dos o tres años).

MINISTERIO DE AGRICULTURA

Memoria anual.
Almanaque del Ministerio de Agricultura (anual).
M. A. N. (mensual).
Boletín de estadística agropecuaria (mensual).
Boletín de Policía Sanitaria (mensual).
Estadística de la Pesca (periódica).
Granos. Semillas Selectas (mensual).
Noticioso (periódica).
Boletín Tabacalero (mensual).

Junta Reguladora de Vinos

Memoria (anual).
Boletín Informativo (mensual).
Publicaciones especiales.

Junta Nacional del Algodón

Memoria anual.
Boletín mensual.
Publicaciones especiales.

Comisión Nacional de Granos y Elevadores

Memoria anual.
Catálogo de los patrones oficiales de trigo, avena, cebada, centeno y lino (anual).
Publicaciones especiales.

Dirección Nacional de Tierras y Colonias

Boletín mensual.

Dirección de Minas y Geología

Estadística minera (periódica).
Publicaciones especiales periódicas.

Junta Nacional de Carnes

Publicaciones especiales semanales, mensuales y anuales.
Memoria anual.

Comisión Reguladora de la Producción y Comercio de la Yerba Mate

Memoria anual.
Boletín Informativo (periódica).

MINISTERIO DE OBRAS PUBLICAS

Memoria anual.

Ferrocarriles del Estado

Memoria anual.
Guía Horaria (semestral).
Guía del Turista (anual).
Programa Semanal de Administracíon.
Boletín de Servico.

Dirección Nacional de Vialidad

Memoria anual.

Dirección de Parques Nacionales

Memoria anual.
Guía oficial de Parques Nacionales (tres ediciones anuales).

Yacimientos Petrolíferos Fiscales

Memoria anual.
Boletín de Informaciones Petroleras. (mensual).

Obras Sanitarias de la Nación

Memoria anual.
Boletín de las Obras Sanitarias de la Nación (mensual).

Dirección General de Ferrocarriles

Estadística de los Ferrocarriles en Explotación.

Dirección General de Navegación y Puertos

Anuarios Hidrográficos.
Resumen mensual del Estado de los rios.

MILITARY AVIATION MISSION

Agreement signed at Washington June 29, 1940
Entered into force June 29, 1940
Amended by agreement of June 23 and September 2, 1943 [1]
Extended by agreements of May 23 and June 3, 1941; [2] *June 23 and September 2, 1943;* [1] *March 28 and April 6, 1945;* [3] *November 2 and 18, 1946;* [3] *August 11 and September 20, 1948;* [3] *November 10 and 25, 1949;* [3] *and March 2 and 27, 1951* [3]
Expired June 29, 1951

54 Stat. 2320; Executive Agreement Series 175

The President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,[4] as amended by an Act of Congress, May 14, 1935,[5] having authorized the detail of United States Army Air Corps officers to assist the Argentine War Department, the following conditions are agreed between the Ambassador of the Argentine Republic at Washington, as representative and agent of the Argentine Ministry of War, hereinafter referred to as the Party of the First Part, and the Acting Secretary of War of the United States of America as representative and agent of certain officers of the Air Corps, United States Army, hereinafter referred to as the Parties of the Second Part or as Officers of the Regular [6] Army of the United States of America who have been detailed to their duties by the Secretary of War of the United States after approval of the compensation and emoluments herein stipulated.

TITLE I

Duties and Duration

Article 1. The Parties of the Second Part hereby agree:

a) To place at the disposal of the Party of the First Part all their technical and professional capacities, acting as technical advisers and instructors

[1] EAS 340, *post*, p. 120.
[2] EAS 211; not printed here.
[3] Not printed.
[4] 44 Stat. 565.
[5] 49 Stat. 218.
[6] For an amendment calling for omission of the word "Regular", see agreement of June 23 and Sept. 2, 1943 (EAS 340), *post*, p. 120.

with regard to aviation when so requested by the Minister of War, Argentine Republic;

b) To advise the Commanding Officer of the Army Air Forces cooperating with him in all matters pertaining to same, prescribing the courses and assisting in the instruction;

c) To instruct personally in their capacities as instructors of bombing, aerial gunnery, aerial tactics, blind and night flying and navigation, as regards both theory and flying, the students who are detailed to them in a complete course dealing with the subject for which they shall draw up a program in accordance with the directives of the Commander of the Air Forces of the Army;

d) To obey without any reservations except such as may be required by the obligations of their oaths as officers of the United States Army, the orders of the service which may be given to them by the Minister of War or his lawful deputy, relative to the performances of their duties. In case of noncompliance with this provision the Party of the First Part shall be empowered to cancel the present contract, under the conditions set forth in Article 9;

e) The Parties of the Second Part shall participate in such air flights as may be required in the performance of their duties; provided further, that the Argentine Government shall place an airplane at their disposal for such periodic flights as may be required to maintain their status as pilots under United States Army Regulations. In making flights no liability is assumed by the Parties of the Second Part for damage caused to equipment, or for death or injury to others incident to any accident in which he may be involved under the provisions of this contract.

The senior officer will assure normally the direct relations with the Minister of War, the Chief of Staff of the Army and the Commanding Officer of the Air Force.

Article 2. This agreement shall continue in effect for a period of one year from the date of its signature and shall supersede the agreement signed September 12, 1939.[7]

Article 3. The present agreement is subject to extension by mutual consent at its expiration for a period of one year.

Article 4. It is agreed that the services to be rendered by the Parties of the Second Part, as set forth in Article 1, may be suspended in the event that any of the armed forces of Argentina engage in activities other than those normally carried on during times of peace. It is agreed further that in the case of war being declared between the Argentine Republic and any other nation, or between the United States and any other nation, the present agreement may be terminated, subject to the return of the officers, their

[7] EAS 161, *ante*, p. 78.

families and household effects to the United States, as indicated in Articles 13, 14, 15, 16 and 19.

Article 5. It is stipulated and agreed that while the Parties of the Second Part shall be employed under this agreement, or any extension thereof, the Party of the First Part will not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless expressly agreed to between the Argentine Government and the Government of the United States.

TITLE II

REQUISITES AND CONDITIONS

Article 6. The Parties of the Second Part hereby agree not to divulge nor by any means to disclose to any foreign government or person whatsoever any secret or confidential matter of which they may become cognizant as a natural consequence of their functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present or any other subsequent agreement.

Article 7. During the entire stay in the Argentine Republic at the service of the Party of the First Part, the Parties of the Second Part shall be entitled to the benefits which the Argentine Army Regulations provide for its officers of corresponding rank.

Article 8. In case the Party of the First Part should desire that the services of the Parties of the Second Part be extended beyond the period stipulated in Article 2, as referred to in Article 3, written proposal to that effect must be made three months before the expiration of the present agreement.

Article 9. The present agreement may be cancelled by either of the Parties subject to thirty (30) days' notice in writing.

Article 10. For the purposes of the present contract the family of an officer is construed to include his wife and dependent children.

Article 11. After each year of service with the Argentine Government, or proportional part thereof, should this contract be terminated prior to one year, the Parties of the Second Part are individually entitled to one month's leave or proportional part thereof with pay.

Article 12. The leave cited in the preceding Article may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits to foreign countries. In all cases, a previously written application, containing full details, addressed to the appropriate Argentine Army authority, will be necessary. Unused portions of such leave including that deriving from the previous individual contracts shall be cumulative from year to year.

TITLE III

COMPENSATIONS

Article 13. For the services specified in Article 1 of this contract the officers of the Regular Army of the United States of America shall receive from the Argentine Government such monthly compensation in pesos, national money, of legal tender, as may be agreed upon between the Governments of the United States and the Argentine Republic for each individual officer.

The said salary shall be payable on the last day of each month, it being hereby stipulated that neither said compensation nor the pay and allowances which they receive from the Government of the United States, shall be subject to any Argentine Government tax now in force, and that if any other tax or taxes are imposed by the Argentine Government, the compensation shall be so increased as to cover this taxation.

Article 14. The compensation set forth in Article 13 shall begin from the date of signature of this agreement in the case of such officers as may be in the Argentine Republic at that time, and in the case of any newly assigned officer shall begin on the date of leaving New York, traveling by sea. The compensation shall continue until the termination of this contract, plus the time required to travel by the usual sea route from Buenos Aires to New York, plus such additional time as may cover the leave periods.

Article 15. The Party of the First Part will furnish the expenses of transportation if necessary by land and sea of the Parties of the Second Part, their families, household effects and baggage, including automobile, in advance, the officers and their families being furnished with first-class accommodations.

Article 16. Such allowance as may be agreed upon will be provided in advance by the Argentine Government to cover expenses arising from changing the residence of any additional officer and his family as may proceed to the Argentine Republic under this contract.

Article 17. The cases of cancellation mentioned in Article 9 shall be compensated as follows:

a) The United States may, if the public interest so requires, recall at any time any or all of the officers, substituting for them other officers acceptable to the Argentine Government, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Argentine Government, any of the officers is recalled for due or just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the United States of America.

b) If cancellation of this contract be effected on the request of the

United States of America, all expenses of the return of the officers and all effects thereof to the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Argentine Government, or as a result of war between the Argentine Republic and a foreign government or as the result of the contingency envisaged in Article 4, the Argentine Government shall bear these costs.

Article 18. The Party of the First Part will not provide for annual leave any additional allowance or compensation further than that stipulated in Article 13 and mentioned in Article 14.

Article 19. The additional allowance of Article 16 for the Parties of the Second Part shall be paid by the Party of the First Part prior to departure from present station in the United States proceeding by the usual traveled route.

Article 20. The household effects, personal effects, and baggage, including an automobile, of the Parties of the Second Part and their families, shall be exempt from customs duties in the Argentine Republic, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Argentine Government.[8]

Article 21. The compensation for transportation and traveling expenses in the Argentine Republic necessitated by the Argentine official business in compliance with Article 1 will be provided according to conditions specified in Article 7.

Article 22. a) Should any of the Parties of the Second Part become ill, he shall be cared for by the Argentine Government in such hospital, after consultation, as may be considered suitable; any officer unable to perform his duties by reason of long continued physical disability shall be changed.

b) If any of the Parties of the Second Part, or one of his family, should die in the Argentine Republic while the present or any extension of this agreement is in force, the Party of the First Part shall have the body transported to such place in the United States as the family may decide. Should the deceased be any of the Parties of the Second Part this agreement will be considered terminated with reference to him fifteen days after his death, and compensation will be provided as specified in Articles 13, 14, 15, 16, 19 and 20, payable to the widow of the Party of the Second Part or other person who may be designated in writing by the Party of the Second Part any time during the continuance of this contract, provided such widow or other person will not be compensated for the accrued leave of the deceased, and provided further that these compensations be paid within fifteen days of the death of the Party of the Second Part.

---

[8] For an amendment of art. 20, see agreement of June 23 and Sept. 2, 1943 (EAS 340), *post*, p. 120.

Article 23. In faith whereof, the undersigned, being duly authorized, sign the present agreement in two texts in duplicate, each one in the Spanish and English languages, this twenty-ninth day of June, nineteen hundred and forty, in Washington, D.C., United States of America.

LOUIS JOHNSON [SEAL]
FELIPE A. ESPIL [SEAL]

RECIPROCAL TRADE

Agreement and exchanges of notes signed at Buenos Aires October 14, 1941 [1]
Proclaimed by the President of the United States October 31, 1941
Entered into force provisionally November 15, 1941
Ratified by Argentina August 27, 1942
Proclamation and instrument of ratification exchanged at Washington December 9, 1942
Supplementary proclamation by the President of the United States December 11, 1942
Entered into force definitively January 8, 1943
Supplemented by agreements of July 24, 1963, as amended [2] *and August 3 and 8, 1966, as amended* [3]

56 Stat. 1685; Executive Agreement Series 277

Trade Agreement Between the United States of America and the Argentine Republic

The President of the United States of America and the Vice President of the Argentine Nation in the exercise of the Executive Power, being desirous of strengthening the traditional bonds of friendship existing between the two countries through the maintenance of the principle of equal treatment in its unconditional and unlimited form as the basis of commercial relations and through the granting of mutual and reciprocal concessions for the promotion of trade, have resolved to conclude a Trade Agreement so providing and have appointed for this purpose as their Plenipotentiaries:

The President of the United States of America:
Norman Armour, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Argentine Republic; and

The Vice President of the Argentine Nation in the exercise of the Executive Power:
His Excellency Señor doctor don Enrique Ruiz-Guiñazú, Minister of Foreign Affairs and Worship;

[1] For texts of schedules I, II, and III, see 56 Stat. 1703 or p. 21 of EAS 277.
[2] 14 UST 1046, 18 UST 3102; TIAS 5402, 6402.
[3] 17 UST 1223, 18 UST 3102; TIAS 6086, 6402.

Who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following provisions:

ARTICLE I

1. The United States of America and the Argentine Republic will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules, formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale or use of imported goods within the country.

2. Accordingly, articles the growth, produce or manufacture of either country imported into the other shall in no case be subject, in regard to the matters referred to above, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles the growth, produce or manufacture of any third country are or may hereafter be subject.

3. Similarly, articles exported from the territory of the United States of America or the Argentine Republic and consigned to the territory of the other country shall in no case be subject with respect to exportation and in regard to the above-mentioned matters, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles when consigned to the territory of any third country are or may hereafter be subject.

4. Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Argentine Republic in regard to the above-mentioned matters, to any article originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like article originating in or consigned to the territory of the Argentine Republic or the United States of America, respectively.

ARTICLE II

1. Articles the growth, produce or manufacture of the United States of America or the Argentine Republic, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or of any other foreign origin.

2. The provisions of this Article relating to national treatment shall not apply to taxes imposed by the Argentine Republic on alcohols, alcoholic beverages, beers, natural mineral waters, and fabrics containing 40 percentum or more of silk or artificial silk.

Article III

1. No prohibition or restriction of any kind shall be imposed by the Government of either country on the importation of any article the growth, produce or manufacture of the other country or upon the exportation of any article destined for the other country, unless the importation of the like article the growth, produce or manufacture of all third countries, or the exportation of the like article to all third countries respectively, is similarly prohibited or restricted.

2. No restriction of any kind shall be imposed by the Government of either country on the importation from the other country of any article in which that country has an interest, whether by means of import licenses or permits or otherwise, unless the total quantity or value of such article permitted to be imported during a specified period, or any change in such quantity or value, shall have been established and made public. If the Government of either country allots a share of such total quantity or value to any third country, it shall allot to the other country a share equivalent to the proportion of the total imports of such article supplied by that country during a previous representative period, and shall make such share available so as to facilitate its full utilization, unless it is mutually agreed to dispense with such allotment. No limitation or restriction of any kind other than such an allotment shall be imposed, by means of import licenses or permits or otherwise, on the share of such total quantity or value which may be imported from the other country.

3. The provisions of the preceding paragraph shall apply in respect of the quantity or value of any article permitted to be imported at a specified rate of duty.

Article IV

1. If the Government of either country establishes or maintains any form of control of the means of international payment, it shall accord unconditional most-favored-nation treatment to the commerce of the other country with respect to all aspects of such control.

2. The Government establishing or maintaining such control shall impose no prohibition, restriction or delay on the transfer of payment for any article the growth, produce or manufacture of the other country which is not imposed on the transfer of payment for the like article the growth, produce or manufacture of any third country. With respect to rates of exchange and with respect to taxes or charges on exchange transactions, articles the growth, produce or manufacture of the other country shall be accorded unconditionally treatment no less favorable than that accorded to the like articles the growth, produce or manufacture of any third country. The foregoing provisions shall also extend to the application of such control to payments necessary for or incidental to the importation of articles the growth, produce or manufacture of the other country. In general, the control shall be administered so as not to influence to the disadvantage of the other country the competitive relation-

ships between articles the growth, produce or manufacture of the territories of that country and like articles the growth, produce or manufacture of third countries.

3. Notwithstanding any of the provisions of paragraphs 1 and 2 of this Article, the Government of each country may adopt such measures as it may deem necessary for the protection of its essential interests in time of war or other national emergency.

Article V

1. In the event that the Government of the United States of America or the Government of the Argentine Republic establishes or maintains a monopoly for the importation, production or sale of a particular article or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a particular article, the commerce of the other country shall receive fair and equitable treatment in respect of the foreign purchases of such monopoly or agency. To this end such monopoly or agency will, in making its foreign purchases of any article, be influenced solely by considerations, such as those of price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing on the most favorable terms.

2. The Government of each country, in the awarding of contracts for public works and generally in the purchase of supplies, shall accord fair and equitable treatment to the commerce of the other country as compared with the treatment accorded to the commerce of other foreign countries.

Article VI

1. Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Argentine Republic, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly in such manner as to enable traders to become acquainted with them.

2. No administrative ruling by the United States of America or the Argentine Republic effecting advances in rates of duties or in charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for consumption or withdrawn for consumption prior to the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal or plant life or health, or relating to public safety, or giving effect to judicial decisions.

ARTICLE VII

1. Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I [4] annexed to this Agreement and made an integral part thereof, on their importation into the Argentine Republic, if now exempt from ordinary customs duties, shall continue to be so exempt or, if now dutiable, shall be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out.

2. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under the laws of the Argentine Republic in force on that day.

ARTICLE VIII

1. Articles the growth, produce or manufacture of the Argentine Republic, enumerated and described in Schedules II and III annexed to this agreement and made an integral part thereof, on their importation into the United States of America, if now exempt from ordinary customs duties, shall continue to be so exempt or, if now dutiable, shall be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedules, subject to the conditions therein set out.

2. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under the laws of the United States of America in force on that day.

3. The Government of the United States of America reserves the right to withdraw or to modify the concession granted on any article enumerated and described in Schedule III at any time after the termination of hostilities between the Governments of the United Kingdom and Germany, on giving six months' written notice to the Government of the Argentine Republic.

ARTICLE IX

The provisions of Articles VII and VIII of this Agreement shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect of a like domestic article or in respect of a commodity from which the imported article has been manufactured or produced in whole or in part.

ARTICLE X

In respect of articles the growth, produce or manufacture of the United States of America or the Argentine Republic enumerated and described in

[4] See footnote 1, p. 102.

Schedule I or in Schedules II or III, respectively, imported into the other country, on which ad valorem rates of duty, or duties based upon or regulated in any manner by value, are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under laws and regulations of the Argentine Republic and the United States of America, respectively, in force on the day of the signature of this Agreement.

ARTICLE XI

1. No prohibition, restriction or any form of quantitative regulation, whether or not operated in connection with any agency of centralized control, shall be imposed by the Argentine Republic on the importation or sale of any article the growth, produce or manufacture of the United States of America enumerated and described in Schedule I, or by the United States of America on the importation or sale of any article the growth, produce or manufacture of the Argentine Republic enumerated and described in Schedules II or III.

2. The foregoing provision shall not apply to quantitative regulations in whatever form imposed by the United States of America or the Argentine Republic on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures or measures under governmental authority operating to regulate or control the production, market supply or prices of like domestic articles, or tending to increase the labor costs of production of such articles, or to maintain the exchange value of the currency of the country.

ARTICLE XII

1. If the Government of either country should consider that any circumstance, or any measure adopted by the other Government, even though it does not conflict with the terms of this Agreement, has the effect of nullifying or impairing any object of the Agreement or of prejudicing an industry or the commerce of that country, such other Government shall give sympathetic consideration to such representations or proposals as may be made with a view to effecting a mutually satisfactory adjustment of the matter. If no agreement is reached with respect to such representations or proposals, the Government making them shall be free to suspend or terminate this Agreement in whole or in part on thirty days' written notice.

2. The Governments of the two countries agree to consult together to the fullest possible extent in regard to all matters affecting the operation of the present Agreement. In order to facilitate such consultation, a Commission consisting of representatives of each Government shall be established to study the operation of the Agreement, to make recommendations regarding

the fulfillment of the provisions of the Agreement, and to consider such other matters as may be submitted to it by the two Governments.

Article XIII

The provisions of this Agreement relating to the treatment to be accorded by the United States of America and the Argentine Republic, respectively, to the commerce of the other country shall apply, on the part of the United States of America, to the continental territory of the United States of America and such of its territories and possessions as are included in its customs territory. The provisions of this Agreement relating to most-favored-nation treatment shall apply, furthermore, to all articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Argentine Republic, imported from or exported to any territory under the sovereignty or authority of the other country. The provisions of this Article shall not apply to the Panama Canal Zone.

Article XIV

1. The advantages now accorded or which may hereafter be accorded by the United States of America or the Argentine Republic to adjacent countries in order to facilitate frontier traffic, and advantages accorded in virtue of a customs union to which either country may become a party, shall be excepted from the operation of this Agreement.

2. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another, irrespective of any change in the political status of any of the territories or possessions of the United States of America.

Article XV

1. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either country against the other country in favor of any third country, and without prejudice to the provisions of paragraphs 1 and 2 of Article XVI, the provisions of this Agreement shall not extend to prohibitions or restrictions

(a) relative to public security;

(b) imposed for the protection of public health or on moral or humanitarian grounds;

(c) imposed for the protection of plants or animals, including measures for protection against disease, degeneration or extinction as well as measures taken against harmful seeds, plants, or animals;

(d) relating to prison-made goods;

(e) relating to the enforcement of police or revenue laws and regulations; and

(f) imposed for the protection of national treasures of artistic, historic or archaeological value.

2. Nothing in this Agreement shall be construed to prevent the adoption or enforcement of such measures as the Government of either country may see fit (a) relating to the importation or exportation of gold or silver; (b) relating to the control of the export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies; (c) relating to neutrality.

3. It is understood that the provisions of this Agreement relating to laws and regulations affecting the sale, taxation or use of imported articles within the United States of America and the Argentine Republic are subject to the constitutional limitations on the authority of the Governments of the respective countries.

ARTICLE XVI

1. The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding such representations as the other Government may make with respect to the operation of customs regulations, quantitative regulations or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal or plant life or health.

2. In the event that the Government of either country makes representations to the other Government in respect of the application of any sanitary law or regulation for the protection of human, animal or plant life or health, and if there is disagreement with respect thereto, a committee of technical experts on which each Government shall be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

ARTICLE XVII

This Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the Government of the Argentine Republic. It shall enter definitively into force thirty days after the exchange of the instrument of ratification and the proclamation, which shall take place in Washington as soon as possible.

ARTICLE XVIII

Pending the definitive coming into force of this Agreement as provided in Article XVII, the provisions thereof shall be applied provisionally on and after November 15, 1941, subject to a right to terminate the provisional application of the Agreement pursuant to the provisions of paragraph 1 of Article XII or upon six months' written notice.

ARTICLE XIX

Subject to the provisions of paragraph 1 of Article XII, and of Article XVIII, this Agreement shall remain in force until November 15, 1944, and, unless at least six months before November 15, 1944, the Government of either country shall have given notice in writing to the other Government of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed hereto their seals.

Done in duplicate, in the English and Spanish languages, both authentic, at the City of Buenos Aires, this fourteenth day of October 1941.

For the President of the United States of America:

NORMAN ARMOUR [SEAL]

For the Vice President of the Argentine Nation in the exercise of the Executive Power:

E. RUIZ GUIÑAZÚ [SEAL]

[For texts of schedules I, II, and III, see 56 Stat. 1703 or p. 21 of EAS 277.]

EXCHANGES OF NOTES

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *October 14, 1941*

MR. AMBASSADOR:

I have the honor to refer to the conversations between representatives of the Argentine Government and the Government of the United States of America, in connection with the trade agreement signed this day, in regard to trade relations between Argentina and contiguous countries.

During the course of these conversations the Argentine representatives have indicated that their Government intends to promote the development of reciprocal trade between the countries of this hemisphere, especially the neighboring countries, and to improve the internal economic conditions through the encouragement of domestic and foreign investments in new industries well adapted to the resources and possibilities of the country and have referred to the purpose of the Argentine Government in pursuance of the above to promote tariff reductions between Argentina and contiguous countries with a view to the gradual and ultimate achievement of a customs union among such countries.

The Argentine and Brazilian Ministers of Finance have recently agreed on the bases of such arrangements and have submitted them to the consideration of their respective Governments. Moreover, pursuant to resolution LXXX of the Seventh Conference of American States at Montevideo, approved December 24, 1933, the Argentine and Brazilian representatives of the Inter-American Financial and Economic Advisory Committee submitted jointly to that Committee for consideration a contractual formula for tariff preferences to contiguous countries, and on September 18, 1941 the Committee recommended that any such tariff preferences, in order to be an instrument for sound promotion of trade, should be made effective through trade agreements embodying tariff reductions or exemptions; that the parties to such agreements should reserve the right to reduce or eliminate the customs duties on like imports from other countries; and that any such regional tariff preferences should not be permitted to stand in the way of any broad program of economic reconstruction involving the reduction of tariffs and the scaling down or elimination of tariff and other trade preferences with a view to the fullest possible development of international trade on a multilateral unconditional most-favored-nation basis.

The representatives of the Argentine Government have also referred to the special facilities other than tariff preferences which have been accorded to the commerce of contiguous countries and Peru in an effort to mitigate the serious effects of the curtailment of overseas markets as a result of the European conflict, and have pointed out that until such time as the present hostilities between the Governments of the United Kingdom and Germany are terminated, such special facilities must be continued.

The conversations to which I have referred have disclosed a mutual understanding which is as follows:

(1) The Government of the United States will not invoke the provisions of article I of the trade agreement signed this day for the purpose of obtaining the benefit of tariff preferences meeting the requirements of the afore-mentioned formula recommended by the Inter-American Financial and Economic Advisory Committee which Argentina may accord to a contiguous country, it being understood that if any such preference should be extended by Argentina to any non-contiguous country it would be extended immediately and unconditionally to the United States; (2) the Government of the United States will not invoke the provisions of articles III and IV of the trade agreement for the purpose of obtaining the benefit of any exchange or quota preferences accorded by Argentina to contiguous countries and Peru on the understanding that such preferences shall cease when the present hostilities between the Governments of the United Kingdom and Germany shall have terminated, except as may be otherwise agreed upon by the Governments of the United States and the Argentine Republic upon the recommendation of

the Mixed Commission provided for in the second paragraph of article XII of the trade agreement.

Accept, Mr. Ambassador, the renewed assurance of my highest consideration.

E. Ruiz Guiñazú

The Honorable
Norman Armour
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

The American Ambassador to the Minister of Foreign Affairs and Worship

Embassy of the
United States of America
Buenos Aires, October 14, 1941

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date with reference to the agreement reached between representatives of the Government of the United States of America and the Argentine Government, in connection with the Trade Agreement signed this day, in regard to trade relations between Argentina and contiguous countries and Peru.

I have the honor to confirm Your Excellency's statement of the agreement reached with reference to this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

Norman Armour

His Excellency
Señor Doctor Don Enrique Ruiz Guiñazú,
Minister of Foreign Affairs and Worship.

The Minister of Foreign Affairs and Worship to the American Ambassador

[translation]

Ministry of
Foreign Affairs and Worship

Buenos Aires, *October 14, 1941*

Mr. Ambassador:

I have the honor to refer to the discussion during the course of the negotiation of the trade agreement between our two Governments signed this day regarding the provisions of the agreement which provide for non-discriminatory treatment by each country to the trade of the other.

During the negotiations of the agreement, the representatives of the United

States Government have emphasized the great importance which that Government attaches to these provisions. The representatives of the Argentine Government have stated, on their part, that their Government likewise attaches great importance to these provisions and to the principle of unconditional most-favored-nation treatment which underlies them. They have pointed out that this principle is the basis of Argentine commercial policy, which has for its objective the development of Argentine foreign trade on a multilateral basis.

The representatives of the Argentine Government have also pointed out that the ability of Argentina to give full effect to these principles is dependent on circumstances beyond the control of Argentina. Recently, the Argentine trade-and-payments position has been aggravated to a very important extent by the trade and financial controls which have been adopted by the belligerents in the present European conflict, notably the United Kingdom, one of the principal markets for Argentine export products. In particular, the inability of Argentina to convert freely into dollars the proceeds of sales to the United Kingdom makes it impossible for the Argentine Government to extend full non-discriminatory treatment to the trade of the United States of America.

The representatives of the Argentine Government have accordingly stated in the negotiations that the acceptance by the Argentine Government of the provisions of the trade agreement relating to non-discriminatory treatment must be qualified by the practical limitations which are imposed on the Argentine Government's freedom of action by the circumstances to which I have referred. However, they have assured the representatives of the United States Government that, subject to the practical limitations imposed by the existing payments arrangement in effect between Argentina and the United Kingdom, the Argentine Government will at all times give the fullest possible effect to the provisions under reference. They have further assured the representatives of the United States Government that, as soon as it becomes possible for Argentina to convert its sterling balances into free currencies, the Argentine Government will give full effect to those provisions.

The representatives of the Argentine Government expressed the hope that the reconstruction of world economy after the war would create favorable conditions that would enable Argentina to participate in an active interchange with other nations within a liberal system in which the barriers, which in recent times handicapped its normal development, have been eliminated.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

E. Ruiz Guiñazú

The Honorable
Norman Armour
Ambassador Extraordinary and Plenipotentiary
of the United States of America

The American Ambassador to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
Buenos Aires, October 14, 1941

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date concerning the discussions during the course of the negotiations of the Trade Agreement between our two Governments signed this day regarding the provisions of the Agreement which provide for nondiscriminatory treatment by each country of the trade of the other, and to confirm Your Excellency's statement with reference thereto.

I have taken note with pleasure of the assurances conveyed to me in Your Excellency's communication.

Accept, Excellency, the renewed assurances of my highest consideration.

NORMAN ARMOUR

His Excellency
Señor Doctor Don ENRIQUE RUIZ GUIÑAZÚ,
Minister of Foreign Affairs and Worship.

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *October 14, 1941*

MR. AMBASSADOR:

In accordance with the conversations carried on in the course of the negotiations of the trade agreement between our two Governments signed this day, I have the honor to address Your Excellency to confirm the formal undertaking of the Argentine Government that the articles listed below will continue to be entered under the same tariff items in which they have been included to date, subject to the duties which have been stipulated in schedule I [5] for each one of them:

[For list of articles, see 56 Stat. 1756 or p. 82 of EAS 277.]

The Argentine Government intends to amend the present wording of the customs tariff in force and at that time will take all necessary measures in order that the articles included in this note may definitively enter the Argentine customs tariff. If such opportunity should present itself, the assimilation of the customs regime provided for in schedule I with the new

[5] See footnote 1, p. 102.

legal text of the Argentine tariff will be effected in such a way that the reductions and consolidations which the said agreement secures to goods from the United States of America may be maintained in their entirety.

Accept, Mr. Ambassador, the renewed assurance of my highest consideration.

E. Ruiz Guiñazú

The Honorable
Norman Armour
Ambassador Extraordinary and Plenipotentiary of the United States of America.

The American Ambassador to the Minister of Foreign Affairs and Worship

Embassy of the
United States of America
Buenos Aires, October 14, 1941

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date confirming, in accordance with the conversations carried on in the negotiation of the Trade Agreement between our two Governments signed this day, the formal undertaking of the Argentine Government that the articles listed in the note will continue to be entered under the same tariff items in which they have been included up to the present, subject to the duties for such tariff items which have been stipulated in Schedule I of the Agreement, and to confirm Your Excellency's statement with reference thereto.

Accept, Excellency, the renewed assurances of my highest consideration.

Norman Armour

His Excellency
Señor Doctor Don Enrique Ruiz Guiñazú,
Minister of Foreign Affairs and Worship.

The Minister of Foreign Affairs and Worship to the American Ambassador

[translation]

MINISTER OF
FOREIGN AFFAIRS AND WORSHIP

Buenos Aires, *October 14, 1941*

Mr. Ambassador:

During the course of the negotiation of the trade agreement signed this day, the representatives of the Government of the United States have explained the situation with respect to the marketing of fresh pears in the United States resulting principally from the temporary curtailment of

customary exports, and have proposed that the Argentine Government, during the 1942 marketing season, limit total exports of Argentine fresh pears to the United States with the object of obtaining, for the benefit of all concerned, their orderly marketing in the United States.

Taking this situation into account, I have the honor to inform Your Excellency that the Argentine Government would be disposed to limit total exports of Argentine fresh pears to the United States during the 1942 marketing season. However, the Argentine Government is of the opinion that this is a matter which may appropriately be considered by the Mixed Commission to be established pursuant to the provisions of paragraph 2 of article No. XII of the general provisions of the trade agreement.

Accept, Mr. Ambassador, the renewed assurance of my highest consideration.

E. Ruiz Guiñazú

The Honorable
Norman Armour
Ambassador Extraordinary and Plenipotentiary of the United States of America.

The American Ambassador to the Minister of Foreign Affairs and Worship

Embassy of the
United States of America
Buenos Aires, October 14, 1941

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date informing me that the Argentine Government would be disposed to limit total exports of Argentine fresh pears to the United States during the 1942 marketing season, but that the Argentine Government is of the opinion that this is a matter which may be handled appropriately through the medium of the mixed commission to be established pursuant to the provisions of paragraph 2 of Article XII of the general provisions of the Trade Agreement.

I have taken note with pleasure of the information conveyed to me in Your Excellency's communication and wish to inform you that in accordance with the suggestion contained therein, my Government will take up this matter through the medium of the aforementioned commission in the relatively near future.

Accept, Excellency, the renewed assurances of my highest consideration.

Norman Armour

His Excellency
Señor Doctor Don Enrique Ruiz Guiñazú,
Minister of Foreign Affairs and Worship.

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Buenos Aires April 15, 1942
Entered into force June 1, 1942

56 Stat. 1578; Executive Agreement Series 266

The American Ambassador to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
Buenos Aires, April 15, 1942.

No. 739

EXCELLENCY:

I have the honor to confirm to Your Excellency in the following terms the agreement regarding passport visa fees between the Governments of the United States of America and of Argentina which has resulted from the conversations previously held.

In accordance with those conversations, gratis visas will be granted by the Governments of the United States of America and of Argentina to the persons mentioned below; and the validity of these visas with respect to both countries will be for the period of one year from the date of issuance of the visas and will cover any number of entries during the aforementioned period provided that the passport is valid during that period:

a) the citizens of both Republics who may temporarily visit the territory of the other for business, pleasure or as tourists;

b) the nationals of both countries who, being professors, may go to the other for the purpose of giving lectures, and professional and other persons who may seek temporary admission for professional purposes or purposes of study, provided that such nationals do not intend to remain for a consecutive period of more than one year;

c) amateur sportsmen who are citizens of the two Republics who may go to the other country to participate in athletic tournaments;

d) the citizens of either of the two countries who may wish to pass in transit through the territory of the other country;

e) the citizens of both countries who may wish to enter the territory of the other for the purposes of carrying on trade between the two Republics in pursuance of the provisions of the treaty of commerce and navigation.[1]

[1] Treaty signed at San José July 27, 1853 (TS 4), *ante*, p. 61.

It is understood that these provisions apply also to the wives and unmarried children under 18 years of age of the persons aforementioned. It is further understood that married or unmarried women, as well as unmarried male persons up to 21 years of age, shall also benefit by the provisions stipulated, provided they come within the terms of this agreement independently of the category of husband, wife or parent. The cases contemplated in this paragraph include, of course, only persons who are nationals and their wives or children who are bearers of or are included in passports of the United States of America or of Argentina.

In addition to applying to the countries and the citizens referred to in the preceding paragraph, the agreement will be applicable in the same cases to the Philippine Islands and to citizens of the Philippine Islands so long as the said islands continue under the sovereignty or the authority of the United States.

In thus confirming the agreement under reference, I have the honor to inform Your Excellency that the Government of the United States of America will take the necessary measures to place it into effect beginning June 1, 1942, as soon as it is informed that the Government of Your Excellency is also disposed to promulgate it on the date mentioned.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

NORMAN ARMOUR

His Excellency
Doctor ENRIQUE RUIZ GUIÑAZÚ,
Minister of Foreign Affairs and Worship,
Etc., etc., etc.

The Minister of Foreign Affairs and Worship to the American Ambasador

[TRANSLATION]

ARGENTINE REPUBLIC
MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP
D.C.A.

BUENOS AIRES, *April 15, 1942.*

MR. AMBASSADOR:

I have the honor to address Your Excellency acknowledging receipt of your note no. 739 of this date relative to the agreement regarding passport visas between the Governments of Argentina and of the United States of America.

In accordance with the agreement aforementioned, gratis visas will be granted by the Governments of Argentina and of the United States of America to the persons mentioned below, and the validity of these visas with respect to both countries will be for the period of one year and will cover any

number of entries during the aforementioned period, beginning from the date of issuance of the visas, provided that the passport is valid during that period:

a) the citizens of both republics who may temporarily visit the territory of the other for business, pleasure, or as tourists;

b) the nationals of both countries who, being professors, may go to the other for the purpose of giving lectures, and professional and other persons who may seek temporary admission for professional purposes or purposes of study, provided that such nationals do not intend to remain for a consecutive period of more than one year;

c) amateur sportsmen who are citizens of the two republics who may go to the other country to participate in athletic tournaments;

d) the citizens of either of the two countries who may wish to pass in transit through the territory of the other country;

e) the citizens of both countries who may wish to enter the territory of the other for the purposes of carrying on trade between the two republics in pursuance of the provisions of the treaty of commerce and navigation.

It is understood that these provisions apply also to the wives and unmarried children under 18 years of age of the persons aforementioned. It is further understood that married or unmarried women, as well as unmarried male persons up to 21 years of age, shall also benefit by the provisions stipulated, provided they come within the terms of this agreement independently of the category of husband, wife or relative. The cases contemplated in this paragraph include, of course, only persons who are nationals and their wives or children who are bearers of or are included in passports of Argentina or of the United States of America.

In addition to applying to the countries and the citizens referred to in the preceding paragraph, the agreement will be applicable in the same cases to the Philippine Islands and to citizens of those islands so long as the said islands continue under the sovereignty or the authority of the United States.

In thus confirming the agreement under reference, I have the honor to inform Your Excellency that the Government of the Argentine Republic will take the necessary measures to place it into effect beginning June 1, 1942.

I avail myself of this opportunity to greet you, Mr. Ambassador, with my highest and most distinguished consideration.

[SEAL OF THE MINISTRY OF FOREIGN AFFAIRS AND WORSHIP]

E. RUIZ GUIÑAZÚ
Minister of Foreign Affairs and Worship

To H.E. the Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mr. NORMAN ARMOUR.

MILITARY AVIATION MISSION

Exchange of notes at Washington June 23 and September 2, 1943, amending and extending agreement of June 29, 1940
Entered into force September 2, 1943; operative from June 29, 1943
Expired June 29, 1951

57 Stat. 1068; Executive Agreement Series 340

The Secretary of State to the Argentine Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 23, 1943

EXCELLENCY:

I have the honor to acknowledge receipt of your note of May 13, 1943 in which you conveyed the request of your Government for renewal of the agreement entered into on June 29, 1940 [1] and extended by an exchange of notes on June 29, 1941 [2] for a period of two years between the Governments of Argentina and the United States, providing for the detail of the United States Army Air Corps Officers to assist the Argentine Ministry of War.

It is noted that Your Excellency's Government desires to renew this agreement for a period of two years, the renewal to commence upon the termination of the present agreement on June 29, 1943. I am pleased to inform you that this arrangement is entirely acceptable to this Government in spite of the provision of Article 3 of the agreement now in force.

In view of the acceptance by the Argentine Ministry of War of the proposal of this Government for the substitution of personnel, it is understood that it will be entirely satisfactory to Your Government to omit the word "regular" in the first paragraph of the agreement. It is also the understanding of this Government that as a result of discussion between appropriate officials, Title III, Article 20 shall be so amended as to allow free entry into Argentina of such articles and items as are furnished by the United States Government to the Mission for the use of the latter in the performance of its official duties.

---

[1] EAS 175, *ante*, p. 96.
[2] EAS 211; not printed here. An exchange of notes dated May 23 and June 3, 1941, became effective June 29, 1941.

I shall appreciate it if Your Excellency will confirm the acceptance of these modifications.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
SUMNER WELLES

His Excellency
Señor Don FELIPE A. ESPIL,
Ambassador of Argentina.

The Argentine Ambassador to the Secretary of State

EMBAJADA
DE LA
REPÚBLICA ARGENTINA

D. E. No. 166

WASHINGTON, *September 2, 1943.*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of June 23, 1943 in which you are good enough to inform me that the renewal for a further period of two years of the agreement—providing for the detail of United States Army Air Corps officers to assist the Argentine Ministry of War—entered into on June 29, 1940 and extended by an exchange of notes on June 29, 1941, is entirely acceptable to your Government.

Two points were raised in Your Excellency's note. With regard to the first, it will be entirely satisfactory to my Government to omit the word "regular" in the first paragraph of the agreement.

With reference to the second point, that is, the free entry into Argentina of such articles and items as are furnished by the United States Government to the Mission for the use of the latter in the performance of its duties, my Government directs me to say:

1. That it will be pleased to consider favorably the requests for the free entry of personal effects, furniture, furnishings and luggage—including a used motorcar of the member of the Mission and his family; and

2. That whilst the Argentine Department concerned is not authorized to grant the right of free entry in general terms, it will be pleased to grant the free entry (of such materials as are referred to in Your Excellency's note) upon request and prior knowledge of their nature in each case.

Accept, Excellency, the assurances of my highest consideration.

FELIPE A. ESPIL
Argentine Ambassador

To His Excellency The Secretary of State,
Mr. CORDELL HULL,
Washington, D.C.

FUEL AND VEGETABLE OILS

Exchange of notes at Buenos Aires May 9, 1945
Entered into force May 9, 1945
Terminated September 7, 1946 [1]

59 Stat. 1799; Executive Agreement Series 495

The Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

D.A.E. No. 346 BUENOS AIRES, *May 9, 1945*

MR. CHARGÉ D'AFFAIRES:

I have the honor to address you with reference to the negotiations carried on between His Excellency the Secretary of Industry and Commerce of the Argentine Republic, Brigadier General Julio C. Checchi and Mr. Randolph Powell Butler, Special Agent of the U.S. Commercial Company, an agency of the Government of the United States of America, to express my Government's agreement to the following clauses:

A. FUEL OIL AND SHIPPING

1. The U.S. Commercial Company agrees to make available for shipment to Argentina, as soon as practicable after this date, not less than 500,000 (Five Hundred Thousand) metric tons of fuel oil, in consideration of the Argentine Government's agreement hereafter set forth to sell to the U.S. Commercial Company the entire exportable surplus, subject to the reservations hereafter established, of flaxseed and its products, arising from the 1944–1945 or prior crops, and to extend other guaranties as herein outlined. Furthermore, the U.S. Commercial Company agrees to make available for shipment to Argentina, upon completion of the foregoing quantity and up to December 31, 1946, an additional 500,000 (Five Hundred Thousand) metric tons of fuel oil, or a quantity of fuel oil equivalent to the caloric value of the 1945–1946 exportable surplus of flaxseed and its products, whichever is higher, in consideration of the Argentine Government's agreement hereafter

[1] Pursuant to an exchange of notes at Buenos Aires Sept. 7, 1946.

set forth to sell to the U.S. Commercial Company the entire exportable surplus of flaxseed and its products, arising from the 1945–1946 crop; provided that in no event shall the U.S. Commercial Company be required to deliver fuel oil of a caloric value in excess of the total caloric value of the exportable surpluses of all of the flaxseed or its products delivered under this contract.

2. The U.S. Commercial Company agrees to make available southbound tank space for delivery of not less than 100,000 (One Hundred Thousand) metric tons of fuel oil, applying to the first quantity of 500,000 (Five Hundred Thousand) metric tons to be supplied under Paragraph A–1 above, during a twelve-months period counted from the date of this agreement with a monthly minimum of approximately 5,000 (Five Thousand) tons and, in addition, southbound tank space for delivery of not less than 100,000 (One Hundred Thousand) tons or 20% (Twenty Percent) whichever is higher, of the quantity of fuel oil provided in that paragraph as applying to the 1945–1946 crop, such space to be made available in the monthly amounts which may prove feasible, and in any event to be completed by December 31, 1946.

3. It is understood that as to the remainder of the fuel oil to be supplied, no responsibility for providing transportation rests with the U.S. Commercial Company, although it is hoped that facilities in addition to those now available to the United States Government may present themselves before the conclusion of the period.

4. Also, in addition to the foregoing quantities of fuel oil, the quantity of approximately 15,000 (Fifteen Thousand) metric tons of fuel oil now held by the Compañía Argentina de Navegación Dodero, S.A. in Buenos Aires will be released for internal consumption in Argentina and it is clearly understood that a quantity of flaxseed and its products, equivalent to the caloric value of this fuel oil, will be made available for delivery under this agreement in the course of the first eight months.

5. In consideration of the immediate shipment between May 15 and June 15, 1945 of approximately 7,000 (Seven Thousand) metric tons of fuel oil, representing the first delivery, in tank space arranged for by the U.S. Commercial Company, in accordance with Paragraph A–3, the Argentine Government will promptly make available, f.o.b., under the agreement, 7,000 (Seven Thousand) tons of linseed cake or meal and 3,500 (Three Thousand Five Hundred) metric tons of linseed oil, the balance of the caloric equivalent to be made up in subsequent deliveries during the first three-months period.

6. In connection with the commitment contained in Paragraph A–1, it is mutually agreed that the Argentine Government will make available on an f.o.b. basis, in each three-months period, counted from the date of this agreement, a quantity of flaxseed and its products approximately equivalent to the caloric value of the fuel oil imported under the agreement during such period, and that any differences shall be compensated in the ensuing period. For the purpose of this agreement, caloric values shall be computed as follows:

Fuel Oil—10,000 (Ten Thousand) calories per metric ton
Linseed oil—9,500 (Nine Thousand Five Hundred) calories per metric ton
Flaxseed—5,700 (Five Thousand Seven Hundred) calories per metric ton
Linseed Cake & Expellers—4,350 (Four Thousand Three Hundred and Fifty) calories per metric ton
Extracted Linseed Meal—3,900 (Three Thousand Nine Hundred) calories per metric ton

7. The fuel oil requirements of the Compañía Argentina de Navegación Dodero, S.A., which are understood to be approximately 70,000 (Seventy Thousand) metric tons per annum, will be supplied in addition to the foregoing quantities and it is understood that the continued availability of this Company's tankers to carry vegetable oils to the United States of America is a necessary condition of this proposal.

8. It is mutually understood and agreed that imports of fuel oil will be authorized only through those oil companies, Argentine, British and American, who figured as importers in the year 1941, and/or who made sales of fuel oil for subsequent importation by consuming industries in Argentina during that year, and that each such company shall share in accordance with the following percentages:

ASTRA	2.25%	(Two and twenty-five hundredths percent)
Cía. General de Combustibles	26.84%	(Twenty-six and eighty-four hundredths percent)
Shell-Mex	36.83%	(Thirty-six and eighty-three hundredths percent)
Cía. Nativa de Petroleos	34.08%	(Thirty-four and eight hundredths percent)

The fuel oil in question is residual fuel oil originating in Trinidad, Aruba or Curacao. To the extent that Argentine tank space is employed, the choice of point of origin shall be at the option of the Argentine Government but to the extent that tank space is arranged by the U.S. Commercial Company, such choice shall be at the option of the U.S. Commercial Company. It should be noted that there is a difference in specifications between the oil originating in Trinidad and in the other two named sources.

9. The f.o.b. price of all fuel oil supplied hereunder will be the current market price ruling at each port on the date of each loading, but in no event higher than the equivalent world price.

10. In connection with the commitment of the U.S. Commercial Company to make available fuel oil and to provide tank space for delivery of limited quantities thereof contained in the preceding paragraphs, the U.S. Commercial Company specifically reserves the right to interrupt the discharge of these commitments only in case presently unforeseen developments in connection with our joint war effort should render such interruption necessary.

In such event, however, the remainder of such commitments would be discharged as soon as the causes of interruption had been removed.

B. Flaxseed and its Products

1. The Argentine Government will make available to the U.S. Commercial Company and the U.S. Commercial Company will purchase the entire exportable surplus as hereafter defined of flaxseed, linseed oil, and cake, and meal, arising from the 1944–1945 crop and the 1945–1946 crop, and prior crops.

2. Subject to the provision governing exchange of caloric values contained in Paragraph A–2 hereof, all of the exportable surplus of the 1944–1945 crop shall be made available for loading f.o.b. vessel Buenos Aires, not later than December 31, 1945 and similarly, all of the exportable surplus of the 1945–1946 crop, not later than December 31, 1946.

3. The term "exportable surplus" is defined to mean all flaxseed, (and linseed oil and cake and meal subject to limitation hereafter provided in Paragraph B–4) in stock or from new production deliverable during the period mentioned and in the manner specified in Paragraph B–1 hereof, and in no event to be less than

133,000 (One Hundred Thirty-three Thousand) metric tons of flaxseed
179,000 (One Hundred Seventy-nine Thousand) metric tons of linseed cake and meal, and
88,000 (Eighty-eight Thousand) metric tons of linseed oil,

in the case of the 1944–1945 crop and prior crops, and which is not required for

(a) the needs of the Argentine domestic market other than fuel requirements,

(b) normal exports for consumption in other Latin-American countries, based on volume of such exports to each country in prior years, and

(c) normal exports for consumption in European countries, based on volume of exports to each such country in prior years, subject to the following limitations:

(i) no such export will be approved except at the express request of the government of the European nation involved;

(ii) the U.S. Commercial Company representative will be informed promptly of all export licenses applied for in accordance with the preceding clause;

(iii) arrangements will be made to keep the Argentine Government informed of quotas established by the Combined Food Board in favor of European nations for Argentine products covered by this paragraph;

(d) the unavoidable minimum of consumption for fuel in Argentina until such time as fuel oil supplies under this agreement render such use of the product unnecessary,

(e) the replacement of essential Argentine requirements for diesel oil, which are understood to be approximately 4,000 (Four Thousand) tons monthly; provided, however, that the U.S. Commercial Company reserves the right to make available quantities of diesel oil in lieu of fuel oil up to such monthly amount, in which case the amount of linseed oil reserved by this sub-paragraph as a deduction from the exportable surplus shall be reduced to the extent that arrivals of diesel oil in Argentina take place.

4. As to the 1944–1945 crop, and prior crops, not less than one-third of the total exportable surplus shall be delivered as flaxseed, the remainder to be crushed in Argentina and all of the resultant oil and meal or cake to be tendered to the U.S. Commercial Company hereunder.

As to the 1945–1946 crop, not less than one-half shall be tendered as flaxseed, the remainder to be crushed in Argentina and all of the resultant oil and meal or cake to be tendered to the U.S. Commercial Company hereunder; provided, however, that the Argentine Government reserves the right to elect, prior to March 1, 1946, or prior to the first exportation of the 1945–1946 crop, whichever shall first occur, to increase the minimum amount of flaxseed to not less than two-thirds of the total 1945–1946 crop and in that event the price for linseed oil arising from that crop shall be US $ 9 ½¢ (Nine and one-half cents) per pound instead of the US $ 9¢ (Nine cents) per pound specified in Paragraph B–5 hereof.

5. Prices and specifications shall be as follows:

Flaxseed—Fair average quality, not in excess of 4% (Four percent) foreign matter; weight and analysis at port of discharge guaranteed by Seller: US $1.66 (One dollar and sixty-six cents) per bushel of 56 (Fifty-six) pounds each, in bulk, f.o.b. Buenos Aires.

Linseed Oil—U.S. Federal Specifications, outturn storage up to ½% (One-half percent) for Seller's account, analysis at port of discharge guaranteed by Seller: US $9 ½¢ (Nine and one-half cents) per pound for the 1944–1945 crop and prior crops, and US $ 9¢ (Nine cents) per pound for the 1945–1946 crop, both in bulk f.o.b. Buenos Aires.

Linseed Cake and Meal—all the following prices f.o.b. Buenos Aires, per metric ton, in bulk:

39% (Thirty-nine percent) Protein and Fat, of which 7% (Seven percent) Fat	US $
Cake and Expellers, not ground	25.30 (Twenty-five dollars and Thirty cents)
Cake and Expellers, ground	27.70 (Twenty-seven dollars and Seventy cents)
33¾% (Thirty-three/Thirty-Four percent) Protein and Fat, of which ½% (One-half percent) Fat	
Extracted Meal, not ground	22.35 (Twenty-two dollars and Thirty-five cents)
Extracted Meal, ground	24.70 (Twenty-four dollars and Seventy cents)

6. The Argentine Government shall have the option of delivering the flaxseed and products hereunder directly on an f.o.b. basis or through exporters, the understanding being that in practice it is the present intention of the Argentine Government to make such deliveries through exporters, in which case the Argentine Government will sell the products to the exporters at f.o.b. prices herein named, less the calculated costs involved from point of delivery in each instance up to the placing of the merchandise f.o.b. Buenos Aires.

C. Peanuts and Edible Oils

1. The U.S. Commercial Company will purchase the exportable surpluses, as hereinafter defined, of shelled peanuts, sunflowerseed oil, rapeseed oil and cottonseed oil, arising from present stocks as well as future production, which can be made available for loading f.o.b. Buenos Aires up to July 1, 1946, according to the specifications and at the prices set forth below:

Shelled Peanuts—Sound, dry, fair average quality of the season at time of shipment, basis 2% (Two percent) foreign materials: US $85.87 (Eighty-five dollars and eighty-seven cents) per metric ton in bulk, f.o.b. Buenos Aires.

Sunflowerseed Oil—Semi-refined; color 4 (Four) red, 35 (Thirty-five) yellow; maximum ¼% (One-quarter percent) free fatty acids; maximum ½% (One-half percent) moisture and impurities: US $9 ½¢ (Nine and one-half cents) per pound in bulk, f.o.b. Buenos Aires.

Rapeseed oil—Texas specifications except 105 (One Hundred Five) Iodine; maximum 5° (Five degrees) Fahrenheit Four test: US $11 ½¢ (Eleven and one-half cents) per pound in bulk, f.o.b. Buenos Aires.

Cottonseed Oil—Semi-refined; ½% (One-half percent free fatty acids; color 7.6 (Seven and six-tenths) red, 35 (Thirty-five) yellow; quality as per Rule 61 (Sixty-One) of the National Cottonseed Products Association: US $ 10¢ (Ten cents) per pound in bulk, f.o.b. Buenos Aires.

2. The term "exportable surpluses" is defined to mean all shelled peanuts, sunflowerseed oil, rapeseed oil and cottonseed oil in stock or from new production deliverable during the period mentioned and in the manner specified in Paragraph C–1 hereof, which is not required for

(a) the needs of the Argentine domestic market other than fuel requirements,

(b) normal exports for consumption in other Latin-American countries, based on the volume of such exports to each such country in prior years,

(c) normal exports for consumption in European countries, based on volume of exports to each such country in prior years, subject to the following limitation:

(i) no such export will be approved except at the express request of the government of the European nation involved;

(ii) the U.S. Commercial Company representative will be promptly informed of all export licenses applied for in accordance with the preceding clause;

(iii) arrangements will be made to keep the Argentine Government informed of quotas established by the Combined Food Board in favor of European nations for Argentine products covered by this paragraph.

3. The Argentine Government hereby undertakes to faciliate by all the means in its power the consummation of the purchases at the prices herein named and particularly the availability of the products covered by this paragraph to meet necessary loadings of vessels, especially those of the Compañía Argentina de Navegación Dodero S.A., which are under contract to the Government of the United States of America for that purpose.

D. Containers

In the event that it should prove necessary to purchase all or part of the solid products covered herein in bags, the Argentine Government will agree to supply new or used burlap bags and/or new cotton bags to exporters at a price which will result in a surcharge of not more than US $6.55 (Six dollars and fifty-five cents) for the burlap bags and US $8.33 (Eight dollars and thirty-three cents) for the cotton bags per metric ton of product, f.o.b. Buenos Aires, added to the foregoing prices.

E. Destinations and Forms of Payment

The destinations of the products which it is proposed to export from Argentina under the present agreement, will be determined by the U.S. Commercial Company, and the Argentine Government agrees to accept payment for purchases made by the U.S. Commercial Company for the account of nations other than the United States of America, particularly Belgium, France, The Netherlands, Norway, Canada, Great Britain, Spain, Switzerland, Sweden and the Free State of Ireland, on the basis of the f.o.b. prices in dollars stipulated in this agreement, as follows:

(1) In accordance with any existing exchange agreements between Argentina and such nations;

(2) In the absence of an existing exchange agreement, the payment shall in the first instance be made upon the usual terms and conditions and in the currencies of such nations, the f.o.b. price in the currencies of such nations to be determined by applying to the basic dollar f.o.b. prices named herein, the rate of conversion current at the time of each transaction between the currencies of such nations and the U.S. dollar;

(3) Payments as set forth in sub-paragraph 2 above may, if so stipulated at the time by the Argentine Government, be made subject to a readjust-

ment to be carried out in accordance with any exchange agreements which may be concluded prior to December 31, 1946 between Argentina and the country of destination of the merchandise, or any multilateral international agreements which may be concluded prior to December 31, 1946, to which Argentina and the country of destination are parties, and in which exchange parities of a general character are fixed; in that case such agreements shall be applied retroactively to the said payments.

It is understood that under no circumstances shall a shipment be delayed awaiting the conclusion of any exchange agreement as provided in sub-paragraph 3 above.

The U.S. Commercial Company guarantees by the present agreement, that not less than 75% (Seventy-five percent) of the total value in dollars of the Argentine exports under this agreement shall be paid in U.S. dollars, Canadian dollars, or pounds sterling.

This note and your reply will constitute an Agreement between our Governments which will take effect from this date.

I greet you with my highest and most distinguished consideration.

CESAR AMEGHINO

Mr. EDWARD LYNDAL REED,
Chargé d'Affaires of the
United States of America,
Federal Capital

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 980 BUENOS AIRES, *May 9, 1945.*

EXCELLENCY,

I have the honor to address Your Excellency with reference to the negotiations carried out between Mr. Randolph Powell Butler, Special Agent of the U.S. Commercial Company, an agency of the Government of the United States of America, and His Excellency The Secretary of Industry and Commerce of the Republic of Argentina, Brigadier-General Julio C. Checci, and to express the agreement of my Government to the following clauses:

[For text of agreement, see Argentine note, above.]

Your Excellency's note and this note, both of even date, constitute an agreement between our respective Governments which will take effect from this date.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my most distinguished consideration.

EDWARD L. REED
Chargé d'Affaires ad interim

His Excellency
Doctor CÉSAR AMEGHINO,
Minister for Foreign Affairs and Worship,
Etc., Etc., etc.

VEGETABLE OILS

Exchange of notes at Buenos Aires September 19, 1946
Entered into force September 19, 1946
Expired on fulfillment of its terms

Treaties and Other International
Acts Series 1570

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

D.G.A.E. N°. 895

BUENOS AIRES, *September 19, 1946.*

MR. AMBASSADOR:

It affords me pleasure to address Your Excellency with reference to the negotiations recently concluded between the representatives of the International Emergency Food Council and the respective Argentine authorities.

In accordance with the quota assigned to your country by the International Council functioning in Washington, the Argentine Government pledges itself to sell to it the following products:

32,000 tons of linseed oil, and
900 tons of rapeseed oil.

Those products, at the prices stipulated in the above-mentioned negotiations, plus the corresponding costs of 4% for oils, represent a total of 63,585,600 Argentine pesos, which will be paid in United States dollars by the Government so worthily represented by Your Excellency.

Likewise, your Embassy will designate the exporter or exporters to take charge of the respective shipments according to the list drawn up for the purpose by the Central Bank of the Republic.

I present my compliments to Your Excellency with my most distinguished consideration.

JUAN ATILIO BRAMUGLIA

His Excellency
GEORGE MESSERSMITH,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

The Minister of Foreign Affairs and Worship to the American Ambassador

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

D.G.A.E. Nº. 896 BUENOS AIRES, *September 19, 1946.*

MR. AMBASSADOR:

It affords me pleasure to address Your Excellency with reference to my note No. 895 of today relating to the sale to your Government of oleaginous products valued at 63,585,600 Argentine pesos, which will be paid in United States dollars.

I am pleased to confirm to you that the Argentine Government will acquire the United States dollars which will be transferred in payment of the said products, at the basic official purchase rate of 335.82 Argentine pesos per 100 dollars, provided that on the date when the foreign currency is delivered on the official exchange market, the present relation of the United States dollar to gold, namely, 35 dollars per ounce of fine gold subsists.

I present my compliments to Your Excellency with my most distinguished consideration.

JUAN ATILIO BRAMUGLIA

His Excellency
GEORGE MESSERSMITH,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

The American Ambassador to the Minister of Foreign Affairs and Worship

No. 61 BUENOS AIRES, ARGENTINA, *September 19, 1946.*

EXCELLENCY:

I have the honor to acknowledge Your Excellency's notes No. 895 and No. 896 of September 19, 1946, regarding the agreement of the Argentine Government to sell to the United States 32,000 tons of linseed oil and 900 tons of rapeseed oil, in accordance with the negotiations carried on by the representatives of the International Emergency Food Council and the appropriate Argentine officials.

I am pleased to inform Your Excellency that the Commodity Credit Corporation, an official agency of the United States Government, will act as the purchaser of vegetable oils offered to the United States. The terms set forth in the letter of August 16 from the representatives of the International Emergency Food Council to the President of the Central Bank of the Argentine Republic are acceptable to the Commodity Credit Corporation. The quantities of linseed and rapeseed oil specified in Your Excellency's note are in accordance with the allocation of the International Emergency Food Council and are, of course, acceptable.

It is understood that subsequent to submitting this note to Your Excellency, arrangements will be made by the Embassy on behalf of the Commodity Credit Corporation with an exporter or exporters designated by the Central Bank to provide for the shipment of the oils allocated to the United States. It is further understood that the Commodity Credit Corporation will establish credits to cover each parcel of oil as soon as it is made available for shipment under the above allocation. The credits are to be in favor of the designated exporter or exporters. Such exporter will be authorized to draw against such credits on presentation of shipping documents.

The Argentine Government agrees that the exchange ruling today as between the Argentine peso and the United States dollar (namely, official export rate of 3.3582 pesos per dollar) shall apply to the total tonnage covered by this agreement provided that during the period of the agreement there is no change in the present relation of the United States dollar to the value of gold, namely, dollars 35 per fine ounce. If any change occurs in value of gold in United States dollars the corresponding adjustment will be made.

Please accept, Excellency, the renewed assurances of my highest consideration.

GEORGE S. MESSERSMITH

His Excellency
Doctor JUAN ATILIO BRAMUGLIA,
Minister of Foreign Affairs and Worship,
Etc., Etc., Etc.

MILITARY ADVISORY MISSION

Agreement signed at Washington October 6, 1948
Entered into force October 6, 1948
Expired October 6, 1952

62 Stat. 2808; Treaties and Other International Acts Series 1813

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA

In conformity with the request of the Government of the Republic of Argentina to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers of the United States Army to serve as Military Advisers to the Argentine Army, under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of assigning the Advisers is to cooperate with the military authorities of the Argentine Army in the instruction of troops, in order to contribute, through their greater experience and professional knowledge, to increase the efficiency of the Argentine Army.

ARTICLE 2. This Agreement shall continue in force for a period of four (4) years from the date of the signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Argentina unless previously terminated or extended as hereinafter provided. Any of the Advisers may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another officer with suitable qualifications shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Argentina should desire that the services of the Advisers be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of

the four-year period prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By recall of the Advisers by the Government of the United States of America or by the Government of the Republic of Argentina, in the public interest of either of these two countries, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Argentina in case either country becomes involved in foreign or domestic hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. The Advisers shall be such personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America or its authorized representative, and by the Ministry of War of the Republic of Argentina through its authorized representative in Washington.

The individuals to be assigned shall be those agreed upon by the Department of the Army of the United States of America or its authorized representative, and by the Ministry of War of the Republic of Argentina or its authorized representative.

In the assignment of individuals, their professional ability or value from the standpoint of the specialty or mission which they will perform shall be taken primarily into consideration. If possible, the officer or non-commissioned officer appointed shall have had war experience with modern combat equipment. The knowledge of the Spanish language is highly desirable.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The Advisers shall perform such duties as may be agreed upon between the Ministry of War of the Republic of Argentina (Office of the Commander in Chief of the Army) and the Chief Adviser.

ARTICLE 8. The Advisers shall serve with the rank they hold in the United States Army and shall wear the uniform of their rank in the United States Army.

Due to their position as Advisers, they shall not have any command functions, except when specially granted to them, in each case, by the Office of the Commander in Chief of the Army (Office of the Inspector General of Instruction of the Army).

As for precedence, they shall conform to the order established by civilian and military protocol, in each case, according to their rank and seniority.

ARTICLE 9. The Advisers shall serve under the Office of the Commander in Chief of the Army (Office of the Inspector General of Instruction of the Army) or under any other authority depending directly from the Ministry of War, through the Chief Adviser. In the performance of their mission in the Army organization in which they will serve, they shall advise directly the respective Commanding Officers, in accordance with Article 7, with no implication of their being subordinated to or dependent from said Commanding Officers.

ARTICLE 10. The Advisers shall be entitled to all benefits and privileges which the regulations of the Argentine Army provide for Argentine officers and non-commissioned officers, except in matters applicable to foreign officers and non-commissioned officers (pay and allowances, promotions and retirement, disciplinary functions, etc.).

ARTICLE 11. The Advisers, among themselves and with the Chief Adviser, shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 12. The Advisers shall receive from the Government of the Republic of Argentina such net annual compensation in pesos, legal Argentine national currency, as may be agreed upon for each Adviser between the Government of the United States of America and the Government of the Republic of Argentina.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due.

Such compensation, and any other they may receive from the Government of the United States of America, shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Argentina or of any of its political or administrative subdivisions or agencies.

At the request of any Adviser, upon completing his assignment with the mission, the Government of the Republic of Argentina agrees to exchange for dollars, at the official rate of exchange, up to 50% of the total compensation received from the Government of the Republic of Argentina.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each Adviser and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip

and accumulated leave shall be paid to a detached Adviser before his departure from the Republic of Argentina, and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the Adviser.

ARTICLE 15. Each Adviser and his family shall be furnished by the Government of the Republic of Argentina with first-class accommodations for travel, via the shortest usually travelled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Argentina, both for the outward and for the return trip. The Government of the Republic of Argentina shall also pay all expenses of shipment of household effects, baggage, and automobile of each Adviser between the port of embarkation in the United States of America and his official residence in Argentina as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from Argentina to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective Adviser, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond his control.

ARTICLE 16. If the services of any of the Advisers should be terminated for any reason whatsoever before the completion of two years of service, the Government of the Republic of Argentina shall not be obligated to pay the cost of the return to the United States of America of such Adviser, his family, household effects, and baggage, including automobile. Neither shall it be obligated to pay the cost of transporting the replacement for the Adviser whose services are so terminated, his family, household effects, and baggage, including automobile.

ARTICLE 17. The Government of the Republic of Argentina shall grant, upon request of the Advisers, exemption from customs duties on articles imported for the official use of the Advisers or the personal use of the Advisers and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 18. Compensation for transportation and travelling expenses in the Republic of Argentina on official business of the Government of the Republic of Argentina shall be provided by the Government of the Republic of Argentina in accordance with the provisions of Article 10.

ARTICLE 19. The Ministry of War of the Republic of Argentina (Office of the Commander in Chief of the Army) shall provide the Chief Adviser with an automobile with chauffeur for use on official business; the rest of the Advisers shall be provided, if possible, with motor transportation for the conduct of official business.

ARTICLE 20. The Ministry of War of the Republic of Argentina (Office

of the Commander in Chief of the Army) shall provide suitable office space and the necessary working materials, for the conduct of the official business of the Advisers.

ARTICLE 21. If any of the Advisers, or any of his family, should die in the Republic of Argentina, the Government of the Republic of Argentina shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Argentina shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be an Adviser, his services with the Government of the Republic of Argentina shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased Adviser and for their baggage, household effects, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased Adviser, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of the Republic of Argentina, shall be paid to the widow of the deceased Adviser or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said Adviser.

TITLE V

Requisites and Conditions

ARTICLE 22. It is established and agreed that so long as this Agreement or any extension thereof is in effect, the Ministry of War of the Republic of Argentina shall not use the services of any personnel of any other foreign government for the same purposes and duties as the ones performed by the Advisers, except when expressly agreed upon by the Government of the United States of America and the Government of the Republic of Argentina.

ARTICLE 23. Each Adviser shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as Adviser. This requirement shall continue in force after the termination of his service and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each Adviser shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part

of a year. Unused portions of said leave shall be cumulative from year to year during service as an Adviser.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Argentina, in the United States of America, or in any other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the Adviser taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Ministry of War of the Republic of Argentina (Office of the Inspector General of Instruction of the Army) agrees to grant the leave specified in Article 25, upon receipt of written application to that effect, approved by the Chief Adviser with due consideration for the convenience of the Government of the Republic of Argentina.

ARTICLE 28. Advisers who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Ministry of War of the Republic of Argentina shall provide suitable medical attention to the Advisers and their families in accordance with the provisions of the regulations of the Argentine Army with respect to its officers and non-commissioned officers. If any Adviser, or any of his family, desires medical attention other than that provided for above, he may obtain such attention, but in this event all expenses incurred shall be borne by the individual.

ARTICLE 30. Any Adviser unable to perform his duties by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Dr. Jerónimo Remorino, Ambassador of the Republic of Argentina at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this sixth day of October one thousand nine hundred forty-eight.

For the Government of the United States of America:
ROBERT A. LOVETT

For the Government of the Republic of Argentina:
J. REMORINO

Australia[1]

TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

Convention signed at Washington for the United States, the United Kingdom, Australia, and New Zealand May 27, 1936, supplementing and amending convention of March 2, 1899
Senate advice and consent to ratification June 13, 1938
Ratified by the President of the United States July 5, 1938
Ratified by the United Kingdom in respect of Great Britain and Northern Ireland August 2, 1938; in respect of New Zealand December 18, 1939; in respect of Australia September 2, 1940
Ratifications exchanged at Washington March 10, 1941
Entered into force March 10, 1941
Proclaimed by the President of the United States March 17, 1941

55 Stat. 1101; Treaty Series 964

The President of the United States of America and His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, being desirous of amending Article IV and the second paragraph of Article VI of the Convention concerning the tenure and disposition of real and personal property signed at Washington on the 2nd March, 1899,[2] have agreed to conclude a supplementary Convention for that purpose and have appointed as their Plenipotentiaries:

The President of the United States of America:
Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,
For Great Britain and Northern Ireland:

[1] Certain agreements between the United States and the United Kingdom were, or are, applicable also to Australia. See *post*, UNITED KINGDOM.
[2] TS 146, *post*, UNITED KINGDOM.

The Right Honorable Sir Ronald Lindsay, P.C., G.C.M.G., K.C.B., C.V.O., his Ambassador Extraordinary and Plenipotentiary at Washington;

For the Commonwealth of Australia:

The Right Honorable Sir Ronald Lindsay, P.C., G.C.M.G., K.C.B., C.V.O., his Ambassador Extraordinary and Plenipotentiary at Washington;

For the Dominion of New Zealand:

The Right Honorable Sir Ronald Lindsay, P.C., G.C.M.G., K.C.B., C.V.O., his Ambassador Extraordinary and Plenipotentiary at Washington;

Who, having communicated their full powers, found in due form, have agreed as follows:

ARTICLE I

As from the date of the entry into force of the present Convention, the following provisions shall be substituted for Article IV and the second paragraph of Article VI of the Convention concerning the tenure and disposition of real and personal property signed at Washington on the 2nd March, 1899:

"ARTICLE IV

"1. The present Convention shall not be applicable to any colony or protectorate of His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, nor to any other territory administered under the authority either of his Government in the United Kingdom of Great Britain and Northern Ireland, or of his Government in the Commonwealth of Australia, or of his Government in New Zealand, including any mandated territory in respect of which the mandate is exercised by his Government in the United Kingdom, his Government in the Commonwealth of Australia or his Government in New Zealand, unless a notice to that effect has been given at any time while the present Convention is in force to the Government of the United States of America by His Majesty's Representative at Washington. The Convention shall apply to any territory in respect of which such notice has been given as from the date of such notice.

"2. The present Convention shall not be applicable to any overseas territory under the authority of the United States of America unless a notice to that effect has been given at any time while the Convention is in force by the Representative of the United States in London. The Convention shall apply to any territory in respect of which such notice has been given as from the date of such notice.

"3. Either High Contracting Party may by a notification through the diplomatic channel terminate the application of the Convention to any territory to which it is applicable or has become applicable under either of the preceding paragraphs of this article, and the Convention shall cease to apply

to any territory in respect of which such notification is made 12 months after the date of the receipt of the notification.

"4. The expression 'subjects or citizens' of one or the other High Contracting Party in the present Convention shall be deemed to mean (a) in relation to His Majesty the King, all subjects of His Majesty and all persons under His Majesty's protection belonging to territories to which the Convention applies, (b) in relation to the United States of America all citizens of the United States and all persons enjoying the protection of the United States belonging to territories under the authority of the United States to which the Convention applies."

ARTICLE II

The present Convention shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty the King. The ratifications shall be exchanged at Washington and the Convention shall take effect as from the date of the exchange of ratifications.

In witness whereof the above mentioned Plenipotentiaries have signed the present Convention and have thereunto affixed their seals.

Done in duplicate at Washington, the twenty-seventh day of May, one thousand nine hundred and thirty-six.

For the United States of America:
CORDELL HULL [SEAL]

For Great Britain and Northern Ireland:
R. C. LINDSAY [SEAL]

For the Commonwealth of Australia:
R. C. LINDSAY [SEAL]

For the Dominion of New Zealand:
R. C. LINDSAY [SEAL]

ADVANCEMENT OF PEACE

Treaty signed at Washington September 6, 1940, for the United States and the United Kingdom (in respect of Australia), amending, in its application to Australia, treaty of September 15, 1914
Senate advice and consent to ratification November 26, 1940
Ratified by the President of the United States December 20, 1940
Ratified by the United Kingdom in respect of Australia March 21, 1941
Ratifications exchanged at Washington August 13, 1941
Entered into force August 13, 1941
Proclaimed by the President of the United States August 21, 1941

51 Stat. 1211; Treaty Series 974

The President of the United States of America and His Majesty the King of Great Britain, Ireland, and the British Dominions beyond the Seas, Emperor of India, in respect of the Commonwealth of Australia, being desirous, in view of the present constitutional position and international status of Australia, to amend in their application to the Commonwealth of Australia certain provisions of the Treaty for the Advancement of Peace between the President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, signed at Washington, September 15, 1914,[1] have for that purpose appointed as their plenipotentiaries:

The President of the United States of America:
Mr. Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of Great Britain, Ireland, and the British Dominions beyond the Seas, Emperor of India, for the Commonwealth of Australia:
The Right Honorable Richard Gardiner Casey, D.S.O., M.C., His Majesty's Envoy Extraordinary and Minister Plenipotentiary for Australia at Washington;

[1] TS 602, *post*, UNITED KINGDOM.

Who, having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Article II of the Treaty for the Advancement of Peace between the President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, signed at Washington, September 15, 1914, is hereby superseded in respect of the Commonwealth of Australia by the following:

Insofar as concerns disputes arising in the relations between the United States of America and the Commonwealth of Australia, the International Commission shall be composed of five members to be appointed as follows: One member shall be chosen from the United States of America by the Government thereof; one member shall be chosen from the Commonwealth of Australia by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by agreement between the Government of the United States of America and the Government of the Commonwealth of Australia, it being understood that he shall be a citizen of some third country of which no other member of the Commission is a citizen. The expression "third country" means a country not under the sovereignty or authority of the United States of America nor under the sovereignty, suzerainty, protection or mandate of His Majesty the King of Great Britain, Ireland, and the British Dominions beyond the Seas, Emperor of India. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of the ratifications of the present Treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE II

The second paragraph of Article III of the said Treaty of September 15, 1914, is hereby abrogated so far as concerns its application to disputes which are mainly those of the Commonwealth of Australia.

ARTICLE III

Except as provided in Articles I, II and IV of the present Treaty the stipulations of the said Treaty of September 15, 1914, shall be considered as an integral part of the present Treaty and shall be observed and fulfilled by the two Governments as if they were literally herein embodied.

ARTICLE IV

The present Treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by

His Majesty in respect to the Commonwealth of Australia. It shall take effect on the date of the exchange of the ratifications which shall take place at Washington as soon as possible. It shall continue in force for a period of five years; and it shall thereafter remain in force until twelve months after one of the High Contracting Parties has given notice to the other of an intention to terminate it.

On the termination of the present Treaty in accordance with the provisions of the preceding paragraph, the said Treaty of September 15, 1914, shall in respect of the Commonweath of Australia cease to have effect.

In witness whereof the respective plenipotentiaries have signed the present Treaty and have affixed their seals thereto.

Done in duplicate at the City of Washington this sixth day of September, one thousand nine hundred and forty.

CORDELL HULL [SEAL]
R. G. CASEY [SEAL]

LEND-LEASE [1]

Exchange of notes at Washington September 3, 1942
Entered into force September 3, 1942

56 Stat. 1608; Executive Agreement Series 271

The Australian Minister to the Secretary of State

AUSTRALIAN LEGATION,
WASHINGTON, D.C.
September 3rd, 1942

SIR,

As contracting parties to the United Nations Declaration of January 1, 1942,[2] the Governments of the United States of America and the Commonwealth of Australia pledged themselves to employ their full resources, military and economic, against those nations with which they are at war.

With regard to the arrangements for mutual aid between our two governments, I refer to the agreement signed at Washington on February 23, 1942,[3] between the Governments of the United States of America and the United Kingdom on principles applying to mutual aid in the present war authorised and provided for by the Act of Congress of March 11, 1941 [4] and have the honour to inform you that the Government of the Commonwealth of Australia accepts the principles therein contained as governing the provision of mutual aid between itself and the Government of the United States of America.

It is the understanding of the Government of the Commonwealth of Australia that the general principle to be followed in providing such aid is that the war production and war resources of both nations should be used by the armed forces of each, in the ways which most effectively utilize available materials, manpower, production facilities and shipping space.

I now set forth the understanding of the Government of the Commonwealth of Australia of the principles and procedure applicable to the pro-

[1] See also lend-lease settlement agreements of June 7, 1946 (TIAS 1528, *post,* p. 164), July 9 and Aug. 25, 1952 (5 UST 650; TIAS 2954); and Sept. 13 and Oct. 2, 1956 (reported in 38th Report to Congress on Lend-Lease Operations, p. 8).

[2] EAS 236, *ante,* vol. 3, p. 697.

[3] EAS 241, *post,* UNITED KINGDOM.

[4] 55 Stat. 31.

vision of aid by the Government of the Commonwealth of Australia to the armed forces of the United States and the manner in which such aid will be correlated with the maintenance of those forces by the United States Government.

1. While each Government retains the right of final decision, in the light of its own potentialities and responsibilities, decisions as to the most effective use of resources shall, so far as possible, be made in common, pursuant to common plans for winning the war.

2. As to financing the provision of such aid, within the fields mentioned below, it is my understanding that the general principles to be applied, to the point at which the common war effort is most effective, is that as large a portion as possible of the articles and services which each Government may authorize to be provided to the other shall be in the form of reciprocal aid so that the need of each Government for the currency of the other may be reduced to a minimum.

It is accordingly my understanding that the United States Government will provide, in accordance with the provisions of, and to the extent authorised under, the Act of March 11, 1941, the share of its war production made available to Australia. The Government of Australia will provide on the same terms and as reciprocal aid so much of its war production made available to the United States as it authorises in accordance with the principles enunciated in this note.

3. The Government of Australia will provide as reciprocal aid the following types of assistance to the armed forces of the United States in Australia or its territories and in such other cases as may be determined by common agreement in the light of the development of the war:

(a) Military equipment, ammunition and military and naval stores;

(b) Other supplies, material, facilities and services for the United States Forces except for the pay and allowances of such forces, administrative expenses, and such local purchases as its official establishments may make other than through the official establishments of the Australian Government as specified in paragraph 4.

(c) Supplies, materials and services needed in the construction of military projects, tasks and similar capital works required for the common war effort in Australia and in such other places as may be determined, except for the wages and salaries of United States citizens.

4. The practical application of the principles formulated in this note, including the procedure by which requests for aid by either Government are made and acted upon, shall be worked out as occasion may require by agreement between the two Governments, acting when possible through their appropriate military or civilian administrative authorities. Requests by the United States Government for such aid will be presented by duly authorised

authorities of the United States to official agencies of the Commonwealth of Australia which will be designated or established in Canberra and in the areas where United States forces are located for the purpose of facilitating the provision of reciprocal aid.

5. It is my understanding that all such aid accepted by the President of the United States or his authorised representatives from the Government of Australia will be received as a benefit to the United States under the Act of March 11, 1941. Insofar as circumstances will permit appropriate record of aid received under this arrangement except for miscellaneous facilities and services, will be kept by each Government.

If the Government of the United States concurs in the foregoing, I would suggest that the present note and your reply to that effect be regarded as placing on record the understanding of our two Governments in this matter.

I have the honour to be,

With the highest consideration, Sir,

Your obedient servant,

OWEN DIXON

The Honourable

CORDELL HULL,

Secretary of State of the United States,

Washington, D.C.

The Secretary of State to the Australian Minister

DEPARTMENT OF STATE

WASHINGTON

September 3, 1942

SIR:

I have the honor to acknowledge receipt of your note of today's date concerning the principles and procedures applicable to the provision of aid by the Government of the Commonwealth of Australia to the armed forces of the United States of America.

In reply I have the honor to inform you that the Government of the United States of America likewise accepts the principles contained in the agreement of February 23, 1942 between it and the Government of the United Kingdom as governing the provision of mutual aid between the Governments of the United States and of the Commonwealth of Australia. My Government agrees with the understanding of the Government of the Commonwealth of Australia as expressed in your note of today's date, and, in accordance with the suggestion contained therein, your note and this reply will be regarded as

placing on record the understanding between our two Governments in this matter.

This further integration and strengthening of our common war effort gives me great satisfaction.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL
Secretary of State of the United States of America

The Honorable
Sir OWEN DIXON, K.C.M.G.,
Minister of Australia.

MILITARY SERVICE

Exchange of notes at Washington March 31, July 17, and September 16, 1942; related note of September 30, 1942
Entered into force July 18, 1942
Terminated March 31, 1947 [1]

56 Stat. 1884; Executive Agreement Series 303

The Acting Secretary of State to the Australian Minister

DEPARTMENT OF STATE
WASHINGTON
March 31, 1942

SIR:

I have the honor to inform you that the Selective Training and Service Act of 1940, as amended,[2] provides that with certain exceptions every male citizen of the United States and every other male person residing in the United States between the ages of 18 and 65 shall register. The Act further provides that, with certain exceptions, registrants within specified age limits are liable for active military service in the United States armed forces.

This Government recognizes that from the standpoint of morale of the individuals concerned and the over-all military effort of the countries at war with the Axis Powers, it would be desirable to permit certain classes of individuals who have registered or who may register under the Selective Training and Service Act of 1940, as amended, to enlist in the armed forces of a co-belligerent country, should they desire to do so. It will be recalled that during the World War this Government signed conventions with certain associated powers on this subject. The United States Government believes, however, that under existing circumstances the same ends may now be accomplished through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citi-

[1] Upon termination of functions of U.S. Selective Service System (60 Stat. 341).
[2] 54 Stat. 885.

zens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. Individuals who so elect will be physically examined by the armed forces of the United States, and if found physically qualified, the results of such examinations will be forwarded to the proper authorities of the co-belligerent nation for determination of acceptability. Upon receipt of notification that an individual is acceptable and also receipt of the necessary travel and meal vouchers from the co-belligerent government involved, the appropriate State Director of the Selective Service System will direct the local Selective Service Board having jurisdiction in the case to send the individual to a designated reception point for induction into active service in the armed forces of the co-belligerent country. If upon arrival it is found that the individual is not acceptable to the armed forces of the co-belligerent country, he shall be liable for immediate induction into the armed forces of the United States.

Before the above-mentioned procedure will be made effective with respect to a co-belligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments.

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed regime effective immediately with respect to Australia upon the receipt from you of a note stating that your government desires to participate in it and agrees to the

stipulations set forth in lettered paragraphs (a), (b), and (c) above.

Accept, Sir, the renewed assurances of my highest consideration.

SUMNER WELLES
Acting Secretary of State

The Right Honorable
RICHARD G. CASEY, D.S.O., M.C.,
Minister of Australia

The Australian Minister to the Secretary of State

AUSTRALIAN LEGATION,
WASHINGTON, D.C.
July 17, 1942

No. 201/42

SIR:

I have the honour to refer to Mr. Welles' note dated 31st March 1942, to my predecessor regarding the readiness of the United States Government to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citizens, to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of the United States.

I am instructed by my Government to inform you that it desires to avail itself of the procedure set out and to give you the following assurances—

(a) No threat or compulsion of any nature will be exercised by the Australian Government to induce any person in the United States to enlist in the forces of any foreign Government.

(b) Reciprocal treatment will be granted to American citizens by the Australian Government; that is, prior to induction in the armed forces of Australia they will be granted the opportunity of electing to serve in the armed services of the United States. Furthermore, all American citizens serving in the Australian forces, or former American citizens who have lost their American citizenship by joining these forces and are still serving in them, will be informed that they may transfer to the United States forces if they so desire, and if they are acceptable to the United States forces.

(c) No enlistments will be accepted in the United States by the Australian Government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

My Government proposes, when the procedure comes into effect, that American citizens who are to be released from service in the Australian forces should be handed over to the United States service authorities there for re-enlistment.

I should be glad to learn what machinery it is proposed to set up to give effect to the above-mentioned arrangement.

I have the honour to be, with the highest consideration, Sir,

Your obedient servant,

OWEN DIXON

The Honourable CORDELL HULL,
Secretary of State of the United States,
Washington, D.C.

The Secretary of State to the Australian Minister

DEPARTMENT OF STATE
WASHINGTON
September 16, 1942

SIR:

I have the honor to refer to your note no. 201/42 of July 17, 1942, in which you express the desire of your Government to participate in the arrangement concerning the service of nationals of one country in the armed forces of the other country.

I take pleasure in informing you that the appropriate authorities of this Government consider your note under reference to contain satisfactory assurances and that, accordingly, the arrangement with the Australian Government is considered as having become effective on July 18, 1942, the date on which your note was received in the Department. The War Department, however, states that this Government will probably be able to accept those nondeclarant citizens of the United States residing in Australia only for service in the United States forces serving in Australia or vicinity.

Major Sherrow G. Parker, of the National Headquarters, Selective Service System, and Brigadier General Guy W. [V.] Henry, of the Inter-Allied Personnel Board of the War Department, will be available to discuss with the Australian Legation the necessary details pertaining to the arrangement.

The Selective Service System has indicated that it assumes that all arrangements relating to the matter will be identical with those now in effect for Canada, which are detailed in a memorandum (I–422), a copy of which is enclosed.[3]

---

[3] Not printed here.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:
G. Howland Shaw

Enclosure:
Memorandum.

The Honorable
Sir Owen Dixon, K.C.M.G.,
Minister of Australia.

The Secretary of State to the Australian Minister

Department of State
Washington
September 30, 1942

Sir:

I have the honor to refer to the arrangement between Australia and the United States concerning the services of nationals of one country in the armed forces of the other country, and to inform you that the War Department is prepared to discharge, for the purpose of transferring to the armed forces of their own country, nondeclarant Australian nationals now serving in the United States forces who have not heretofore had an opportunity of electing to serve in the forces of their own country, under the same conditions existing for the transfer of American citizens from the Australian forces.

The Inter-Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is prepared to make the necessary arrangements for the contemplated transfers, and to discuss matters related thereto. In the case of a person serving outside the United States, however, the commanding officer of the theater of operations in which he may be serving is the proper authority to arrange the release.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:
Breckinridge Long

The Honorable
Sir Owen Dixon, K.C.M.G.,
Minister of Australia.

JURISDICTION OVER PRIZES

Exchange of notes at Canberra November 10, 1942, and May 10, 1944
Entered into force August 12, 1944
Applicable only during World War II

58 Stat. 1390; Executive Agreement Series 417

The American Minister to the Minister of State for External Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
Canberra, A.C.T.
November 10, 1942.

SIR:

I have the honor to refer to my note of February 19, 1942 and to the reply of May 29 of the then Acting Minister for External Affairs, the Right Honorable John Curtin, relating to the question of changing the present procedure with respect to prizes taken by the United States naval forces in foreign waters remote from ports of the United States.

I am now in receipt of instructions from the Department of State amplifying the information contained in my note of February 19.

Public Law 704–77th Congress, an Act to facilitate the disposition of prizes captured by the United States during the present war, and for other purposes was approved on August 18, 1942.[1] A copy of the Act is enclosed.

It will be perceived that the Act relates only to prizes captured during the present war, a matter raised in the note from the Acting Minister for External Affairs. It may be added concerning the other matter inquired about that the special prize commissioners which the district courts of the United States are authorized to appoint may exercise abroad the duties which are prescribed by law for such commissioners and such additional duties as the district courts may confer on them for carrying out the purposes of the Act. The duties of prize commissioners are set out in Title 34 U.S.C. Section 1138 which reads as follows:

"§ 1138. Duties of prize commissioners. The prize commissioners, or one of them, shall receive from the prize master the documents and papers, and

[1] 56 Stat. 746.

219-919 70 — 12

inventory thereof, and shall take the affidavit of the prize master required by section 1134 of this title, and shall forthwith take the testimony of the witnesses sent in, separate from each other, on interrogatories prescribed by the court, in the manner usual in prize courts; and the witnesses shall not be permitted to see the interrogatories, documents, or papers, or to consult with counsel, or with any persons interested without special authority from the court; and witnesses who have the rights of neutrals shall be discharged as soon as practicable. The prize commissioners shall also take depositions de bene esse of the prize crew and others, at the request of the district attorney, on interrogatories prescribed by the court. They shall also, as soon as any prize property comes within the district for adjudication, examine the same, and make an inventory thereof, founded on an actual examination, and report to the court whether any part of it is in a condition requiring immediate sale for the interests of all parties, and notify the district attorney thereof; and if it be necessary to the examination or making of the inventory that the cargo be unladen, they shall apply to the court for an order to the marshal to unlade the same, and shall, from time to time, report to the court anything relating to the condition of the property, or its custody or disposal, which may require any action by the court, but the custody of the property shall be in the marshal only. They shall also seasonably return into court, sealed and secured from inspection, the documents and papers which shall come to their hands, duly scheduled and numbered, and the other preparatory evidence, and the evidence taken de bene esse, and their own inventory of the prize property; and if the captured vessel, or any of its cargo or stores, are such as in their judgment may be useful to the United States in war, they shall report the same to the Secretary of the Navy."

It will be noted that according to the terms of Section 3 of the abovementioned Public Law 704 "the jurisdiction of prizes brought into the territorial waters of a cobelligerent shall not be exercised under authority of this Act nor shall prizes be taken or appropriated within such territorial waters for the use of the United States unless the Government having jurisdiction over such territorial waters consents to the exercise of such jurisdiction or to such taking or appropriation." Section 7 of that Act states:

"A cobelligerent of the United States which consents to the exercise of the jurisdiction herein conferred with respect to prizes of the United States brought into its territorial waters and to the taking or appropriation of such prizes within its territorial waters for the use of the United States shall be accorded, upon proclamation by the President of the United States,[2] like privileges with respect to prizes captured under authority of such cobelligerent and brought into the territorial waters of the United States or taken or appropriated in the territorial waters of the United States for the use

[2] For text of proclamation dated Aug. 12, 1944, see 58 Stat. 1146.

of such cobelligerent. Reciprocal recognition and full faith and credit shall be given to the jurisdiction acquired by courts of a cobelligerent hereunder and to all proceedings had or judgments rendered in exercise of such jurisdiction."

In consideration of the provisions of Section 3, I should be grateful if you would inform me at the earliest possible date whether the Commonwealth Government would consent to the exercise of the proposed jurisdiction or to the taking or appropriation of prizes as therein mentioned. This procedure is proposed on a basis of reciprocity under the terms of Section 7 of the Act.

Accept, Sir, the renewed assurance of my highest consideration.

NELSON TRUSLER JOHNSON

Enclosure:
Public Law 704.

The Right Honorable
HERBERT VERE EVATT,
Minister for External Affairs,
Canberra, A.C.T.

The Minister of State for External Affairs to the American Minister

DEPARTMENT OF EXTERNAL AFFAIRS,
CANBERRA, A.C.T.
10th May, 1944.

SIR,

I have the honour to refer to your note of 10th November, 1942, relating to the question of changing the present procedure with respect to prizes taken by the United States Naval Forces in foreign waters remote from ports of the United States.

2. I note that Public Law 704–77th Congress, an Act to facilitate the disposition of prizes captured by the United States and for other purposes, was approved on 18th August, 1942, and that this Act relates only to prizes captured during the present war. It is also perceived that according to the terms of Section 3 of the abovementioned Public Law, "the jurisdiction of prizes brought into the territorial waters of a co-belligerent shall not be exercised under authority of this Act nor shall prizes be taken or appropriated within such territorial waters for the use of the United States unless the Government having jurisdiction over such territorial waters consents to the exercise of such jurisdiction or to such taking or appropriation".

3. I now have the honour to advise that the Australian Government is pleased to convey to the Government of the United States of America the consent requested in the terms of Section 3 referred to above, on a basis of reciprocity as stated in Section 7 of the Act.

I have the honour to be, With the highest consideration, Sir,
Your most obedient servant,

H. V. Evatt,
Minister of State
for External Affairs.

The Honourable
Nelson Trusler Johnson,
Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
American Legation,
Canberra.

MARITIME CLAIMS AND LITIGATION (KNOCK-FOR-KNOCK AGREEMENT)

Agreement signed at Canberra March 8, 1945, with exchange of notes
Entered into force March 8, 1945
Terminated September 18, 1946 [1]

59 Stat. 1499; Executive Agreement Series 467

AGREEMENT BETWEEN THE GOVERNMENTS OF THE COMMONWEALTH OF AUSTRALIA AND THE UNITED STATES OF AMERICA

The Government of the Commonwealth of Australia and the Government of the United States of America being desirous of defining, in so far as certain problems of marine transportation and litigation are concerned, the manner in which shall be provided mutual aid in the conduct of the war including the aid contemplated by the Exchange of Notes between the Australian Minister at Washington and the United States of America, Secretary of State, on the 3rd September, 1942,[2] have agreed as follows:

ARTICLE I

(1) Each contracting Government agrees to waive all claims arising out of or in connection with negligent navigation or general average in respect of any cargo or freight owned by such Government and in respect of any vessel (including naval vessel) owned by such Government against the other contracting Government or any cargo, freight or vessel (including naval vessel) owned by such other Government or against any servant or agent of such other Government or in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(2) Each contracting Government agrees on behalf of itself and of any organisation which is owned or controlled by it and operating for its account or on its behalf to waive all claims for salvage services against the other contracting Government or against any cargo, freight or vessel (including naval vessel) owned by such other Government or in any case where such other

[1] Pursuant to notice of termination given by Australia Mar. 18, 1946.
[2] EAS 271, *ante*, p. 146.

Government represents that such salvage claim if made would ultimately be borne by such other Government.

(3) Each contracting Government agrees to waive all claims for loss of or damage to cargo owned by such Government and arising out of the carriage thereof or for loss of or damage to any cargo or vessel owned by one contracting Government and caused by the shipment or carriage of cargo owned by the other contracting Government against such other Government or against any servant or agent of such other Government or against any vessel (including naval vessel) owned by such other Government or in any cases where such other Government represents that the claim if made would ultimately be borne by such other Government.

(4) Each contracting Government undertakes not to make any claim in respect of any vessel or cargo insured by it to which it may be entitled by virtue of any right of subrogation either—

(a) directly against the other contracting Government; or

(b) in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(5) Each contracting Government agrees to extend the principles of this Agreement to such other maritime claims as may from time to time be agreed between them.

ARTICLE II

Where in any case claims arise which are not required to be waived by this Agreement in addition to or in conjunction with claims which are so required to be waived and it is necessary in any proceedings including proceedings for the limitation of liability that claims be marshalled or for the proper assessment of any salvage or general average that values should be estimated, the provisions of this Agreement shall not apply but claims which would otherwise be required to be waived under this Agreement shall be asserted. Any recoveries, however, shall be waived by the Government entitled to such recoveries as against the other or by mutual arrangements between the two Governments shall be dealt with in such other way as will give effect to the purposes of this Agreement.

ARTICLE III

(1) For the purpose of this agreement the expression "vessel owned by a contracting Government" includes a vessel on bare boat charter to a contracting Government or requisitioned by a contracting Government on bare boat terms or otherwise in the possession of a contracting Government (except to the extent that the risk of loss or liability is borne by some person other than either contracting Government).

(2) In order to carry out the full intention of the provisions of Article 1

of this Agreement each contracting Government will so arrange in connection with bare boat charters to it that the owners or persons interested through such owners shall not have or assert any claims of the character specified in Article 1.

ARTICLE IV [3]

Each contracting Government upon the request of the other will provide undertakings for the release of vessels or cargo owned by the other contracting Government from judicial proceedings in Courts in the United States of America or in the Commonwealth of Australia as the case may be where such release will promote the war effort and the requesting Government so represents, upon compliance with the following conditions:

(a) upon the tender of such request due authority will be conferred by the Government interested in such vessel or cargo upon the law officers of the Government furnishing the undertaking to appear on their behalf and to conduct the defence of such proceedings in so far as such vessel or cargo is concerned, to settle or compromise any such suit, to assert or settle and compromise any claim to which the requesting Government may be entitled in respect of the subject matter of the suit and to make and receive payments in respect thereof; and

(b) the requesting Government upon tendering such a request will assure the other Government of its full co-operation in making defence to such suit and asserting such claims including the making available of witnesses and evidence and including preparation for trial.

Unless otherwise agreed, each contracting Government will reimburse or account to the other for any payment made or received by the one Government on behalf of the other.

ARTICLE V

Nothing in this Agreement shall be construed as a waiver of the right of either contracting Government in appropriate cases to assert sovereign immunity.

ARTICLE VI

(1) This Agreement, which shall come into force on the date of signature, shall apply in respect of all claims arising before the date of this Agreement but remaining unsettled at such date or which may arise during the currency of this Agreement.

(2) This Agreement shall remain in force until the expiration of six

[3] For an exchange of notes regarding art. IV, see p. 162.

months from the date upon which either of the contracting Governments shall have given notice in writing of their intention to terminate it.

IN WITNESS whereof the undersigned, duly authorized to that effect by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in Canberra in duplicate, this 8th day of *March, 1945.*

Signed on behalf of the Government of the United States of America.

NELSON TRUSLER JOHNSON [SEAL]

Signed on behalf of the Government of the Commonwealth of Australia.

H. V. EVATT [SEAL]

EXCHANGE OF NOTES

The American Minister to the Minister for External Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
Canberra, Australia,
March 8, 1945.

SIR:

With reference to Article IV of the agreement signed today between the Government of the Commonwealth of Australia and the Government of the United States of America relating to certain problems of maritime transportation and litigation, I have the honor to state that for the present and until further notice it is the intention of my Government that the accounting contemplated by that Article will be accomplished under the Act of Congress of March 11, 1941,[4] to the extent authorized under that Act.

Accordingly, the Government of the United States will in appropriate cases make such payments as are necessary in the course of operations under the agreement according to its procedure in the administration of that Act and will receive any moneys which may accrue in the course of such operations as a benefit under that Act and under the Exchange of Notes between the Australian Minister at Washington and the United States of America Secretary of State on the 3rd September, 1942.

Accept, Sir, the renewed assurances of my highest consideration.

NELSON TRUSLER JOHNSON
American Minister

The Right Honorable
HERBERT VERE EVATT,
Minister for External Affairs,
Canberra, A.C.T.

[4] 55 Stat. 31.

The Minister for External Affairs to the American Minister

MINISTER OF EXTERNAL AFFAIRS,
CANBERRA.

8th March, 1945.

SIR,

I have the honour to acknowledge receipt of your note of today's date referring to Article IV of the Agreement signed today between our two Governments relating to certain problems of marine transportation and litigation. In reply I wish to state that for the present and until further notice my Government intends that the accounting required by Article IV shall be on the same basis as the payments contemplated in your note and that the Government of the Commonwealth of Australia will make any payments required by the Agreement and receive any moneys accruing under it as reciprocal aid according to the terms of the Exchange of Notes between the Australian Minister at Washington and the Secretary of State of the United States of America on the 3rd September, 1942.

I have the honour to be,

With the highest consideration, Sir,

Your obedient servant,

H. V. EVATT
(*Minister of State*)

The Honourable
NELSON TRUSLER JOHNSON,
Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
American Legation,
Canberra. A.C.T.

LEND-LEASE SETTLEMENT

Agreement signed at Washington and New York June 7, 1946, with annex
Entered into force June 7, 1946

60 Stat. 1707; Treaties and Other International Act Series 1528

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA ON SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY, AND CLAIMS

The Government of the United States of America and the Government of the Commonwealth of Australia (hereinafter referred to as the Commonwealth of Australia) have reached agreement as set forth below regarding settlement for lend-lease, reciprocal aid, and surplus war property located in Australia and for the financial claims of each Government against the other rising as a result of World War II. This settlement is complete and final. Both Governments, in arriving at this settlement, have taken full cognizance of the benefits already received by them in the defeat of their common enemies, and of the aid furnished by each Government to the other in the course of the war. No further benefits will be sought as consideration for lend-lease, reciprocal aid and surplus war property, or for the settlement of claims or other obligations arising out of the war, except as herein specifically provided.

1. (a) The term "lend-lease article" as used in this Agreement means any article transferred by the Government of the United States under the Act of March 11, 1941.[1]

(i) to the Commonwealth of Australia, or

(ii) to any other government and retransferred to the Commonwealth of Australia.

(b) The term "reciprocal aid article" as used in this Agreement means any article transferred by the Commonwealth of Australia to the Government of the United States under reciprocal aid.

2. In recognition of the mutual wartime benefits received by the two Governments from the interchange of lend-lease and reciprocal aid, neither

[1] 55 Stat. 31.

Government will make any payment to the other for lend-lease and reciprocal aid articles and services used in the achievement of the common victory.

3. The Commonwealth of Australia, in discharge of its pre-existing commitment to compensate the Government of the United States for the postwar value of machine tools transferred during the war to the Commonwealth of Australia by the Government of the United States under lend-lease, and in consideration of the postwar value of other capital equipment transferred during the war under lend-lease, including the non-combat aircraft and spare parts therefor described in the Annex to this Agreement, and the transfer of the surplus property described in paragraph 8 (a) hereof, and in order to further educational and cultural relationships between the two countries by means of scholarships or otherwise in a manner mutually agreeable, will pay to the Government of the United States the sum of $27,000,000 as follows:

(a) $20,000,000 in United States dollars within ninety days from the effective date of this Agreement; and

(b) $7,000,000 by any of the following methods, or any combination thereof designated by the Government of the United States (employing the rate of exchange between United States dollars and Australian pounds now in effect):

(i) By delivery to the Government of the United States by the Commonwealth of Australia of title to real property and improvements of real property in Australia, as selected and determined by agreement between the two Governments, aggregating in value not more than $2,000,000;

(ii) by establishment of a fund in Australian pounds for expenditure by the Government of the United States in accordance with agreements to be reached between the two Governments for carrying out educational and cultural programs of benefit to the two countries; or

(iii) in the event that, after three years from the date of this Agreement, the two Governments should mutually agree that the purposes described in subsections (i) and (ii) above cannot be carried out to the full extent now contemplated, any residue will be paid by the Commonwealth of Australia in United States dollars.

4. (a) The Commonwealth of Australia hereby acquires, and shall be deemed to have acquired as of September 2, 1945, full title, without qualification as to disposition or use, to all lend-lease articles in the possession of the Commonwealth of Australia, its agents or distributees, on September 2, 1945, and not subsequently returned to the Government of the United States, other than lend-lease articles on that date in the possession of the armed forces of the Commonwealth of Australia, but including the non-combat aircraft and spares described in the Annex to this Agreement.

(b) The Government of the United States agrees to complete as

early as possible the transfer (which term, except as hereinafter provided, shall include delivery aboard ocean vessel in a United States port) of the articles selected by the Commonwealth of Australia which were covered by lend-lease requisitions filed by the Commonwealth of Australia with the United States Foreign Economic Administration and which were under contract, or were completed, but had not been transferred, on September 2, 1945, and such other articles and services as have been designated by agreement between the two Governments for inclusion in the lend-lease pipeline of the Commonwealth of Australia. Such transfer will be made in the quantities and according to the specifications and other conditions, except as to time of delivery, set forth in the covering requisitions, to the extent that such articles are or will be available to the Government of the United States for transfer to the Commonwealth of Australia. Title to the articles covered by this paragraph shall pass to the Commonwealth of Australia immediately upon loading of the articles on board ocean vessel in a United States port, provided that risk of loss not recoverable from the supplier, carrier or other third party, shall be assumed by the Commonwealth of Australia upon shipment from the factory or other premises of the supplier. Title to any articles that shall not have been loaded on board ocean vessel in a United States port prior to midnight on July 31, 1946, or two months after receipt by the Commonwealth of Australia of notice of availability, whichever is later, shall be deemed to have been transferred as of such later date, and thereafter the Commonwealth of Australia shall be responsible for storing and moving such articles within the United States and for delivering such articles aboard ocean vessel in a United States port.The Government of the United States will pay the cost of ocean transportation to Australia on United States flag vessels only of such of the articles covered by this paragraph as were loaded aboard ocean vessel berthing the United States ports prior to January 1, 1946.

5. The Government of the United States hereby acquires, and shall be deemed to have acquired as of September 2, 1945, full title, without qualification as to disposition or use (a) to all reciprocal aid articles transferred to the Government of the United States and not subsequently returned to the Commonwealth of Australia or lost, destroyed or consumed, other than reciprocal aid articles which on that date were in the possession of the armed forces of the Government of the United States, and (b) to all reciprocal aid articles transferred to the Government of the United States between September 2, 1945 and December 31, 1945, both dates inclusive, and not subsequently returned to the Commonwealth of Australia.

6. (a) The Government of the United States, with respect to lend-lease articles (other than those described in the Annex to this Agreement), and the Commonwealth of Australia, with respect to reciprocal aid articles, reserve a right to recapture, respectively, at any time after September 1, 1945, any such articles which, as of the date upon which notice requesting return is communicated to the other Government, are in the possession of the armed

forces of the other Government, although neither Government intends to exercise generally this right to recapture, except that the Commonwealth of Australia will return to the Government of the United States all vessels of the United States Navy transferred under lend-lease and in the possession of the Commonwealth of Australia on September 2, 1945. In respect of cases where either Government wishes from time to time to exercise this right of recapture, each Government will give reasonable notice of its intention and will provide full opportunity to the other Government for discussion of that Government's need for the articles in question, without limiting the right of recapture.

(b) The Commonwealth of Australia may, without restriction, divert any lend-lease articles now held by the armed forces of the Commonwealth of Australia to any uses in or outside Australia, but will not transfer, without the prior consent of the Government of the United States and without payment of any proceeds to the Government of the United Sates, any lend-lease articles held by the armed forces of the Commonwealth of Australia in the categories of arms, ammunition and other lethal weapons, to any third country.

(c) The Government of the United States may, without restriction, divert any reciprocal aid articles now held by the armed forces of the Government of the United States to any uses in or outside the United States, but will not transfer, without the prior consent of the Commonwealth of Australia and without payment of any proceeds to the Commonwealth of Australia, any reciprocal aid articles held by the armed forces of the Government of the United States in the categories of arms, ammunition and other lethal weapons, to any third country.

7. (a) The Commonwealth of Australia hereby assumes responsibility for the settlement and payment of all claims against the Government of the United States or members of the United States armed forces, arising from acts or omissions occurring before June 30, 1946, in the course of military duties of members of the armed forces of the Government of the United States in Australia.

(b) Financial claims between the two Governments where the liability for payment has heretofore been acknowledged, and the method of computation mutually agreed, are not covered by this settlement as they will be settled in accordance with such arrangements; the following are examples of such claims, which will be dealt with in accordance with procedures already established or to be established after appropriate discussion:

(i) claims arising out of cash reimbursement lend-lease requisitions filed by the Commonwealth of Australia;

(ii) claims covered by the "Memorandum Concerning Disposition of and Payment for Cargoes Carried on Twelve Dutch Ships

Diverted to Australia" [2] and "Memorandum Concerning Disposition of and Payment for Cargoes Carried on Certain United States Ships Diverted to Australia",[2] both dated December 20, 1944;

(iii) obligations or claims arising out of the "Knock-for-Knock" Agreement of March 8, 1945,[3] covering the mutual waiver of, and legal aid in connection with, maritime claims;

(iv) the obligation heretofore assumed by the Commonwealth of Australia in connection with silver transferred by the Government of the United States under lend-lease.

(c) In consideration of the mutual undertakings described in this Agreement, and with the objective of arriving at as comprehensive a settlement as possible and of obviating protracted negotiations between the two Governments, all other financial claims whatsoever of one Government against the other which arose out of lend-lease or reciprocal aid, or otherwise arose on or after September 3, 1939 and prior to September 2, 1945, out of or incidental to the conduct of World War II, and which are not otherwise dealt with in this Agreement, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other.

8. (a) The Government of the United States, in partial consideration of the payments to be made by the Commonwealth of Australia pursuant to section 3 of this Agreement, agrees to transfer property, selected by mutual agreement, located in or outside Australia, heretofore or hereafter declared to the Office of the Foreign Liquidation Commissioner, United States Department of State, as surplus to the requirements of any department or agency of the Government of the United States, of a total value aggregating $6,500,000 computed at prices to be mutually agreed. There shall be included in the property covered by this paragraph

(i) all property so declared as surplus included in sales or agreements to sell heretofore entered into between the two Governments; and

(ii) all such property included in sales or agreements to sell to any firms or individuals in Australia or in Australian territories, heretofore or hereafter made by the Government of the United States, in respect of which import licenses have been or may hereafter be issued by the Commonwealth of Australia;

and the contract value of the property included in such sales or agreements to sell shall be taken into consideration in computing the total value of surplus property transferred hereunder. This Agreement shall govern in any case in which the terms hereof are in conflict with the terms of any of the agreements described in paragraphs (i) and (ii) above.

(b) The amounts paid and to be paid to the Government of the United States for the property included in the sales and agreements to sell described in paragraphs 8 (a) (i) and 8 (a) (ii) of this Agreement shall,

[2] Not printed.
[3] EAS 467, *ante*, p. 159.

when paid, be treated as payments by the Commonwealth of Australia in partial discharge of the obligation of the Commonwealth of Australia assumed in section 3 of this Agreement to make payments to the Government of the United States.

(c) The Commonwealth of Australia agrees that it will not cause, and will use its best endeavors to prevent, the exportation to the United States, its territories or possessions, of any of the property covered by paragraph (a) above in the same, or substantially the same form, if such property was originally produced in the United States and is readily identifiable as such, and agrees that it will not resell any of such property to any person, firm or government, for the purpose of export to the United States, its territories or possessions, contrary to any statute or regulation of the Government of the United States as notified by the Government of the United States.

9. Both Governments, when they dispose of articles acquired pursuant to sections 4, 5 and 8 of this Agreement, will use their best endeavors to avoid discrimination against the legitimate interests of the manufacturers or producers of such articles, or their agents or distributors, in each country.

10. This Agreement shall take effect on the date of signature.

Signed in duplicate, at Washington for the Government of the United States and at New York for the Commonwealth of Australia, this seventh day of June 1946.

For the Government of the United States of America:

JAMES F. BYRNES
Secretary of State
of the United States of America

For the Government of the Commonwealth of Australia:

H. EVATT
Minister of External Affairs
of the Commonwealth of Australia

ANNEX

AIRCRAFT

Number	*Type*
109	C–47 (Dakota)
11	PBY (Catalina)
41	PB2B (Catalina)

SPARES

164 Engines for Dakota C–47 aircraft
127 Dakota propellors
Spare parts for 382 Dakota engines
Airframe spares for 48 Dakota aircraft

136 Catalina engines
68 Catalina propellors
Spare parts for 272 Catalina Engines
Airframe spares for 21 Catalina aircraft

U.S. lend-lease content of 29 PB2B aircraft obtained from Canada.

AIR TRANSPORT SERVICES

Agreement signed at Washington December 3, 1946, with annex
Entered into force December 3, 1946
Amended by agreement of August 12, 1957 [1]

61 Stat. 2464; Treaties and Other International Acts Series 1574

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA

The Government of the United States of America and the Government of the Commonwealth of Australia,

Desiring to conclude an Agreement for the purpose of promoting direct air services as rapidly as possible between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

ARTICLE I

For the purpose of this Agreement and its Annex unless the context otherwise requires:

(A) The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.[2]

(B) The term "aeronautical authorities" shall mean in the case of Australia the Director-General of Civil Aviation, and in the case of the United States the Civil Aeronautics Board, and in both cases any person or body authorized by the respective Contracting Parties to perform the functions presently exercised by the above-mentioned authorities.

(C) The term "designated airline" shall mean the air transport enterprise or enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airline designated by the first Contracting Party in

[1] 8 UST 1334; TIAS 3880.
[2] TIAS 1591, *ante*, vol. 3, p. 945.

accordance with Article III of this Agreement for the route specified in such notification.

(D) The terms "airline" and "route" shall be deemed to include "airlines" and "routes" respectively.

(E) The definitions contained in paragraphs (a), (b), and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall apply.

(F) The term "National of Australia" shall mean

(i) The Government of Australia or a British subject who is ordinarily resident in Australia or

(ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of Australia or

(iii) A corporation or association created or organized under the laws of Australia or of any State or Territory thereof and which is substantially owned and effectively controlled by the Government of Australia or by such subjects or by both such Government and one or more of such subjects.

(G) The term "National of New Zealand" shall mean

(i) The Government of New Zealand or a British subject who is ordinarily resident in New Zealand or

(ii) A partnership comprised entirely of a number of such subjects or of one or more of such subjects and the Government of New Zealand or

(iii) A corporation or association created or organized under the laws of New Zealand or of any Territory thereof and which is substantially owned and effectively controlled by the Government of New Zealand or by such subjects or by both such Government and one or more of such subjects.

(H) The term "National of the United States" shall mean a citizen of the United States within the meaning of the Civil Aeronautics Act of 1938,[3] as amended.

ARTICLE II [4]

Each Contracting Party grants to the other Contracting Party rights to the extent described in the Annex to this Agreement for the purpose of the establishment of the international air services set forth in that Annex, or as amended in accordance with Article XI of the present Agreement (hereinafter referred to as the "agreed services").

---

[3] 52 Stat. 973.

[4] For an amendment of art. II, see agreement of Aug. 12, 1957 (8 UST 1334; TIAS 3880).

ARTICLE III

(A) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before:

(1) The Contracting Party to whom the rights have been granted shall have designated an airline for the specified route;

(2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline concerned which (subject to the provisions of paragraph (B) of this Article and of Article VII) it shall do with the least possible delay.

(B) The designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfill the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of international commercial air services.

ARTICLE IV

(A) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(B) Subject to paragraph (C) of this Article, aircraft of the designated airline of one Contracting Party operating on the agreed services, as well as fuel, lubricating oils, and spare parts introduced into or taken on board aircraft in the territory of the second Contracting Party by or on behalf of the designated airline of the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded with respect to customs duties, inspection fees, or other charges imposed in the territory of the second Contracting Party treatment not less favorable than that granted to national airlines engaged in international air transport or the airlines of the most favored nation.

(C) Aircraft of the designated airline of one Contracting Party operating on the agreed services on a flight to, from, or across the territory of the other Contracting Party shall be admitted temporarily free from customs duties, subject otherwise to the customs regulations of such other Contracting Party. Supplies of fuel, lubricating oils, spare parts, regular equipment, and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

(D) Each of the designated airlines shall have the right to use all airports,

airways, and other facilities provided by the Contracting Parties for use by international air services on the specified routes.

(E) Each Contracting Party shall grant equal treatment to its own designated airline and that of the other Contracting Party in the administration of its customs, immigration, quarantine, and similar regulations.

Article V

Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory certificates of competency and licenses granted to its own nationals by the other Contracting Party or by another State.

Article VI

(A) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

(B) The laws and regulations of one Contracting Party relating to the entry into, sojourn in, and departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine) shall be applicable to the passengers, crew, or cargo of the aircraft of the designated airline of the other Contracting Party while in the territory of the first Contracting Party.

Article VII

(A) Each Contracting Party reserves the right to itself to withhold or revoke the certificate or permit of an airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in nationals of Australia and of New Zealand with respect to an airline designated by Australia. Each Contracting Party also reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, any certificate or permit in case of failure by the designated airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party or in case, in the judgment of the first Contracting Party, there is failure to fulfill the conditions under which the rights are granted pursuant to this Agreement. In the event of action by one Contracting Party under this Article the rights of the other Contracting Party under Article I shall not be prejudiced.

(B) Prior to exercising the right conferred in paragraph (A) of this Article to withhold or revoke, or to impose conditions with respect to, any certificate or permit issued to the designated airline of the other Contracting Party, the Contracting Party desiring to exercise such right shall give notice thereof to the other Contracting Party and simultaneously to the designated airline concerned. Such notice shall state the basis of the proposed action and shall afford opportunity to the other Contracting Party to consult in regard thereto. Any revocation or imposition of conditions shall become effective on the date specified in such notice (which shall not be less than one calendar month after the date on which the notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed) unless the notice is withdrawn before such date.

Article VIII

(A) In a spirit of close collaboration the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement and its Annex.

(B) In the event of the aeronautical authorities of either Contracting Party failing or ceasing to publish information in relation to the agreed services on lines similar to that included in the Airline Traffic Surveys (Station to Station and Origination and Destination) now published by the Civil Aeronautics Board and failing or ceasing to supply such data of this character as may be required by the Provisional International Civil Aviation Organization or its successor, the aeronautical authorities of such Contracting Party shall supply, on the request of the aeronautical authorities of the other Contracting Party, such information of that nature as may be requested.

Article IX

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944 [5]), or its successor, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

Article X

This Agreement and all relative contracts shall be registered by both Contracting Parties with the Provisional International Civil Aviation Organiza-

[5] EAS 469, *ante*, vol. 3, p. 929.

tion set up by the Interim Agreement on International Civil Aviation signed at Chicago December 7, 1944 or its successor.

ARTICLE XI

(A) If a general multilateral air transport convention enters into force in relation to both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience.

(C) If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties, and such consultation shall begin within a period of sixty days from the date of the request. When these authorities agree on modifications to the Annex, these modifications will come into effect when they have been confirmed by the Contracting Parties by an exchange of notes through the diplomatic channel.

ARTICLE XII

It shall be open to either Contracting Party at any time to give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization or its successor. If such notice is given, this Agreement shall terminate twelve calendar months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organization or its successor.

ARTICLE XIII

This Agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Washington, this third day of December, 1946.

For the Government of the United States of America:
DEAN ACHESON

For the Government of the Commonwealth of Australia:
NORMAN J. O. MAKIN
EDGAR C. JOHNSTON

Annex [6]

Section I

The airline of the United States of America designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of Australia, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Sydney, on the following route:

The United States via Honolulu, Canton Island, the Fiji Islands, New Caledonia (optional), to Sydney; in both directions.

It is agreed that, if and so long as the airport at Melbourne is used as a terminal of an international air service operated by an airline other than the designated airline of the United States of America, the designated airline of the United States of America may proceed beyond Sydney to Melbourne and may in addition enjoy at Melbourne the rights conveyed herein in respect to Sydney.

Section II

The airline of Australia designated pursuant to the present Agreement is accorded rights of transit and of stop for non-traffic purposes in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Honolulu and San Francisco, on the following route:

Australia via New Caledonia (optional), the Fiji Islands, Canton Island, Honolulu, to San Francisco, and (optional) beyond to Vancouver; in both directions.

Section III

It is agreed between the Contracting Parties:

(A) That the two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles, and desire to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

(B) The designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the agreed services. If the designated airline of one Contracting Party is temporarily unable, as a result of the war or for reasons within

[6] For amendments to secs. I and II, see agreement of Aug. 12, 1957 (8 UST 1334; TIAS 3880).

the control of the other Contracting Party, to take advantage of such opportunity, the Contracting Parties shall review the situation with the object of assisting the said airline to take full advantage of the fair and equal opportunity to participate in the agreed services.

(C) That in the operation by the designated airline of either Contracting Party of the trunk services described in the present Annex, the interests of any airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

(D) That the total air transport services offered by the designated airlines of the two Contracting Parties over the routes specified in this Annex shall bear a close relationship to the requirements of the public for such services.

(E) That the services provided by each designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country which designates such airline and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the route specified in the Annex to this Agreement shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity should be related:

(a) to traffic requirements between the country of origin and the countries of destination;

(b) to the requirements of through airline operation; and

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Section IV

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airline, as well as the characteristics of each service.

(B) The rates to be charged by the designated airline of either Contracting Party between points in the territory of the United States and points in Australian territory referred to in this Annex, shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Agreement and its Annex, within their respective constitutional powers and obligations.

(C) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in Feb-

ruary 1946, any rate agreements concluded through this machinery during this period and involving any United States airline will be subject to approval by the Board.

(D) Any new rate proposed by the designated airline of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(E) The Contracting Parties agree that the procedure described in paragraphs (F), (G), and (H) of this section shall apply

(1) if, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party or a conference of IATA is unable to agree on a rate, or

(2) at any time no IATA machinery is applicable, or

(3) if either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this provision.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by its designated airline for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose designated airline is proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (D) above is dissatisfied with the new rate proposed by the designated airline of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such agreement.

If agreement has not been reached at the end of the thirty-day period referred to in paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any new rate proposed by the designated airline of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty-day period referred to in paragraph (D) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its designated airline.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragaphs (F) and (G) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the designated airline of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organization or its successor for an advisory report, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

(I) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

(J) In this Annex references to rates between a point in the territory of one Contracting Party and a point in the territory of the other Contracting Party shall be deemed to include round-trip rates for a journey from the territory of the first mentioned Contracting Party to the territory of the second mentioned Contracting Party and back to the territory of the first mentioned Contracting Party.

Section V

It is recognized that the determination of rates to be charged by an airline of one Contracting Party over a segment of the specified route, which segment lies between the territories of the other Contracting Party and a third country, is a complex question the overall solution of which cannot be sought through

consultation between only the two Contracting Parties. Pending the acceptance by both Contracting Parties of any multilateral agreement or recommendations with respect to such rates, the rates to be charged by the designated airlines of the two Contracting Parties over the route segment involved shall be set in the first instance by agreement between such airlines operating over such route segment, subject to the approval of the aeronautical authorities of the two Contracting Parties. In case such designated airlines can not reach agreement or in case the aeronautical authorities of both Contracting Parties do not approve any rates set by such airlines, the question shall become the subject of consultation between the aeronautical authorities of the two Contracting Parties. In considering such rates the aeronautical authorities shall have regard particularly to subparagraph (C) of Section III of this Annex and to the desire of both Contracting Parties to foster and encourage the development of efficient and economically sound trunk air services by the designated airlines over the specified routes and the development of efficient and economically sound regional air services along and in areas adjacent to the specified routes. If the aeronautical authorities can not reach agreement the matter shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization or its successor, and the executive authorities of each Contracting Party shall use their best efforts under the powers available to them to put into effect the opinion expressed in such report. Pending determination of the rates in the manner herein provided, the rates to be charged over the particular route segment or segments involved shall be as fixed by the aeronautical authorities of the Contracting Party whose territory is on the segment or segments involved, provided that no discrimination is made between the rates to be charged by the designated airlines of the two Contracting Parties. After any rate has been agreed to in accordance with the procedure described in this Section, such rate shall remain in effect until changed in accordance with this procedure.

Section VI

After the present Agreement comes into force the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated airline to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this Agreement and, for the future, such new certificates and authorizations as may be issued together with amendments, exemption orders, and authorized service patterns.

AIR SERVICES: FACILITIES AT EAGLE FARM AND AMBERLEY, QUEENSLAND

Agreement signed at Canberra March 10, 1947
Entered into force March 10, 1947

61 Stat. 3843; Treaties and Other International Acts Series 1732

AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of Australia, in consideration of the transfer to the Government of Australia by the Government of the United States of America of certain air navigation, air communication and weather facilities situated at Eagle Farm and Amberley in the State of Queensland in Australia (in this Agreement referred to as "the facilities") agrees with the Government of the United States of America as follows.

I. To operate and maintain the facilities continuously in a manner adequate for the air traffic operating to and away from the Eagle Farm aerodrome and along the recognised international air routes converging on that aerodrome, and, to ensure this standard of service, to abide by approved Provisional International Civil Aviation Organisation standards of operation [1] unless and until those standards are changed by any other international agreement to which the Government of Australia and the Government of the United States are both parties.

II. To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the Provisional International Civil Aviation Organisation.

III. To transmit weather reports as prescribed by the Weather Service of the United States to designated stations of the United States and to such other stations as are necessary to ensure an integrated meteorological network for international air-routes unless and until other provision is made by international agreement to which the Government of the United States is a party concerning civil and military meteorological requirements.

IV. To continue the operation of all types of facilities at their original locations or on new locations mutually agreed by the Government of Austra-

[1] EAS 469, *ante*, vol. 3, p. 929.

lia and the Government of the United States until new facilities are installed in accordance with the standards promulgated by the Provisional International Civil Aviation Organisation or until it is mutually agreed by the Government of Australia and the Government of the United States that there is no longer a need for the original facilities, it being understood that such of the original facilities as are devoted to the aeronautical communication service will be devoted exclusively to that service and will not be diverted to the general communication service.

V. To provide English speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by the Provisional International Civil Aviation Organisation and further, until such regulations are promulgated, to grant permission to a representative of the United States air carriers authorised to serve an aerodrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, to talk to the pilot of any United States aircraft flying in the vicinity of the aerodrome.

VI. To select radio frequencies for air-to-ground and control tower operations at an aerodrome only after co-ordination with the United States air carriers using the aerodrome and with adjacent stations in the recognised international air routes converging on the aerodrome in order to minimise—

(a) radio interference; and
(b) the number of frequencies required to be operated by aircraft.

VII. To authorise and facilitate day-to-day adjustment in aeronautical communication service matters by direct communication between the operating agency of the Government of Australia and the service agency of the Government of the United States, United States air carriers or a communication company representing one or more of them.

VIII. To authorise United States air carriers of the Civil Aeronautics Administration of the United States to designate a technical officer to advise and assist the agency designated by the Government of Australia to operate the facilities insofar as they relate to the safety and efficiency of the United States airline operations. This designation is to continue as long as it is useful to United States air carriers.

In faith whereof the Plenipotentiaries of the Government of Australia and the Government of the United States of America have hereunto signed their names.

Done in duplicate at Canberra this tenth day of March, in the year of Our Lord, One thousand nine hundred and forty-seven.

For the Government of Australia

H. Evatt

For the Government of the United States of America

Robert Butler

COOPERATIVE MAPPING

Agreement approved by Australia March 6, 1947, and by the United States April 4, 1947
Entered into force April 4, 1947

Department of State files

Co-Operative Mapping Agreement between United States and the Commonwealth of Australia

Section I

Purpose

1. The purpose of this Agreement is to obtain, with minimum duplication of effort, aerial photography and other data for the preparation of maps of certain areas of mutual interest to the United States and the Commonwealth of Australia.

Section II

Work to be Undertaken by the United States

2. The United States proposes to undertake a program of aerial photography and ground control as follows:

a. *Aerial Photography*

(1) Trimetrogon photography for aeronautical charting of Papua and British New Guinea in accordance with specifications contained in Part 2, "Specifications for Aerial Photography",[1] General Headquarters, United States Army Forces, Pacific, 22 April 1946.

(2) Photography for large scale mapping in accordance with specifications contained in Section I, Part 1, "Specifications for Aerial Photography", General Headquarters, United States Army Forces, Pacific, 22 April 1946, of the following areas: Admiralty Islands, Bismarck Archipelago, Solomon Islands.

(3) Photography for cultural detail in accordance with specifications contained in Section II, Part 1, "Specifications for Aerial Photography",

[1] Specifications not printed.

General Headquarters, United States Army Forces, Pacific, 22 April 1946, of selected portions of the above areas; the selection of such areas to be based on examination of the trimetrogon and large scale mapping photography to determine the necessity for photography of larger scales.

b. *Ground Control*

(1) Recovery and establishment of ground control for aeronautical charting of Papua and British New Guinea, such control to consist normally of astronomic stations at approximately 50-mile intervals, supplemented by intermediate control by Shoran methods.

(2) Recovery and establishment of ground control for large scale mapping of the Admiralty Islands, Bismarck Archipelago, Solomon Islands, and in accordance with "Specifications for Photomapping Ground Control Surveys, Pacific Asiatic Theater", dated 26 April 1946.

c. *Strength and Disposition of United States Mapping Forces*

For the purpose of determining facilities required, it is estimated that the following United States Army Forces will be employed on this program continuously or intermittently as may be directed by weather and other conditions:

(1) One flight of a reconnaissance squadron, VLR Photo, or equivalent, with attached maintenance personnel of a total personnel normally not exceeding 200; to be based 200 at Manus and to operate from time to time from advance bases at Port Moresby, Finschhafen, Madang, Darwin, Townsville and such other bases within the area to be mapped as may be required.

(2) One flight of a geodetic control squadron of approximately equivalent strength and similarly disposed.

(3) One engineer base survey company of normal strength of 216 officers and men, operating in detachments in such localities as may be required.

Section III

Work to be Undertaken by the Commonwealth of Australia

3. This agreement does not require that the Commonwealth of Australia shall undertake aerial photography or the establishment of ground control in the areas stated in Section II above. It does require, however, that the Commonwealth of Australia shall furnish certain facilities stated in Sections IV and V below; and that, should the Commonwealth of Australia elect to undertake aerial photographic or ground control operations in these areas, such operations shall be co-ordinated with those of the United States to insure against duplication of effort and to make provision for mutual exchange of data.

Section IV

Joint Operations

4. Should the Commonwealth of Australia elect at any time during the course of the operations described herein to assign personnel and facilities for the accomplishment of aerial photography and ground control, the work shall be performed in accordance with mission or area assignments and specifications mutually agreeable to the Commander in Chief, United States Army Forces, Pacific, and the Chiefs of the Australian Air and Army Staffs or their designated representatives. Data obtained from such operations shall be made available to the United States as provided by Section VI below.

Section V

Facilities to be Furnished by the Commonwealth of Australia

5. *At Active Airfields.* The Commonwealth of Australia agrees to the use by the United States Army of such airfields as may be maintained in an active status in areas under Australian jurisdiction, including Darwin and Townsville, furnishing without reimbursement, to the extent that such facilities may be available, joint use of billets, shops, radio communication services, weather station service, aircraft fueling facilities, and, in addition, maintenance of runways and parking areas.

6. *At Inactive Airfields.* The Commonwealth of Australia agrees to the use by the United States Army, without reimbursement, of such facilities as may exist.

7. *Joint Use of Common Facilities.* At such places as the Commonwealth of Australia may maintain military, naval, or other public establishments within the area to be mapped, the elements of the United States Army Forces engaged in the mapping program will be permitted to use, without reimbursement, billets and administrative and operational facilities, including water transportation, wharfage, cargo handling facilities and terminal warehousing, to the extent that these facilities may be available. At such establishments within the area as may have been abandoned or maintained on caretaker status only, the United States Army Forces engaged on the mapping program will be permitted to use existing facilities without reimbursement.

Section VI

Exchange of Materials

8. The following material resulting from photographic and ground control operations described herein shall be exchanged between the United States and the Commonwealth of Australia without reimbursement, except as provided in paragraph 9 below:

a. The results of ground control operations, in the form of control data cards containing descriptions and positions of astronomic observation stations and geodetic control stations.

b. Duplicate negatives (or positives as preferred) of all photography, other than that of six-inch focal length, conforming to agreed specifications or accepted as substantially conforming to those specifications.

c. Duplicate negatives (or positives as preferred) and/or multiplex diapositives and prints of six-inch focal length photography, conforming to agreed specifications or accepted as substantially conforming to those specifications.

d. Sortie or mission plots showing areas covered by all aerial photographic missions, such plots to accompany deliveries of negatives and/or diapositives.

e. Results of gravity and magnetism determinations and tidal observations undertaken in connection with the mapping operations described herein.

9. Aerial film exchanged between the United States and the Commonwealth of Australia in pursuance of this Agreement shall be subject to reimbursement at the actual cost of film only.

Section VII

Extension of Agreement

10. Should the United States or the Commonwealth of Australia jointly or independently undertake mapping operations of areas of the Southwest Pacific under the jurisdiction of the Governments of Great Britain, the Netherlands, France and Portugal, the provisions of this Agreement relative to the use of bases under Australian jurisdiction, and, subject to the agreement of the Third Power concerned, to the mutual exchange of data specified in Section VI above, shall be extended to include such areas.

Section VIII

Approval and Termination

11. This Agreement shall become effective upon approval by the Government of Australia and the Commander in Chief, United States Army Forces, Pacific and may be terminated by either party upon notification to the other.

Concurrences:

By the Prime Minister, Commonwealth of Australia, by letter to Commander-in-Chief, Far East, dated 6 March 1947.[2]

By Commander-in-Chief, Far East, by letter to the Prime Minister, Commonwealth of Australia, dated 4 April 1947.[2]

---

[2] Not printed.

FINANCING OF EDUCATIONAL AND CULTURAL PROGRAM

Agreement signed at Canberra November 26, 1949
Entered into force November 26, 1949
Article 5 amended by agreement of September 3, 1954 [1]
Superseded by agreement of August 28, 1964 [2]

64 Stat. B39; Treaties and Other International Acts Series 1994

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA ON SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS SIGNED AT WASHINGTON AND NEW YORK ON JUNE 7, 1946.

The Government of the United States of America and the Government of Australia;

Desiring to promote further mutual understanding between the peoples of the United States of America and Australia by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress,[3] provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that under the provisions of Article 3 of the Agreement between the Government of the United States of America and the Government of Australia on Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims signed at Washington and New York on June 7, 1946 [4] (hereinafter designated "the Settlement Agreement"), it is provided that the

[1] 5 UST 1931; TIAS 3060.
[2] 15 UST 1689; TIAS 5643
[3] 60 Stat. 754.
[4] TIAS 1528, *ante*, p. 164.

219-919 70 - 11

Government of Australia, in discharge of the pre-existing commitment to compensate the Government of the United States for the post-war value of machine tools transferred during the war to the Commonwealth of Australia by the Government of the United States under lend-lease, and in consideration of the post-war value of other capital equipment transferred during the war under lend-lease, including certain specified non-combat aircraft and spare parts therefor, and the transfer of certain surplus property, and in order to further educational and cultural relationships between the two countries by means of scholarships or otherwise in a manner mutually agreeable, will pay to the Government of the United States the sum of $27,000,000 as follows:

(a) $20,000,000 in United States dollars within ninety days from the effective date of the Settlement Agreement; and

(b) $7,000,000 by any of the following methods, or any combination thereof designated by the Government of the United States (employing the rate of exchange between United States dollars and Australian pounds in effect on the date of signature of the Settlement Agreement):

(i) By delivery to the Government of the United States by the Commonwealth of Australia of title to real property and improvements of real property in Australia, as selected and determined by agreement between the two Governments, aggregating in value not more than $2,000,000;

(ii) By establishment of a fund in Australian pounds for expenditure by the Government of the United States, in accordance with agreements to be reached between the two Governments for carrying out educational and cultural programmes of benefit to the two countries,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Australia (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Australia as an organization created and established to facilitate the administration of the educational programme to be financed by funds made available by the Government of Australia under the terms of the Settlement Agreement of June 7, 1946, and the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement.

All of the funds made available by the Government of Australia, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Govern-

ment of the United States of America and the Government of Australia for the purpose, as set forth in Section 32(b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Australia or of the citizens of Australia in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for citizens of Australia who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the present agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.

(5) Plan, adopt, and carry out programmes in accordance with the purposes of Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

(6) Recommend to the Board of Foreign Scholarships provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Australia and institutions of Australia qualified in the opinion of the Foundation to participate in the programmes in accordance with the aforesaid Act.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programmes as it may

deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof.

ARTICLE 3

All expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

ARTICLE 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of seven Directors (hereinafter designated the "Board").

The principal officer in charge of the Diplomatic Mission of the United States of America to Australia (hereinafter designated "the Chief of Mission") shall be Honorary Chairman of the Board and shall cast the deciding vote in the event of a tie vote by the Board. The remaining members of the Board shall be as follows:

(a) three citizens of the United States, of whom at least two shall be officers of the Foreign Service establishment in Australia, and

(b) three citizens of Australia. One of the United States members shall serve as deputy chairman and one shall serve as treasurer. The United States citizens on the Board shall be appointed and removed by the Chief of Mission. The Australian members on the Board shall be appointed and removed by the Minister of State for External Affairs and the Chief of Mission acting together.

The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for re-appointment. Vacancies by reason of resignation, transfer of residence outside Australia, expiration of term of service, or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the members in attending meetings of the Board.

ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of Australia.

ARTICLE 8

The principal office of the Foundation shall be in Canberra, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the programme. The Executive Officer shall be responsible for the direction and supervision of the Board's programmes and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

ARTICLE 11

The Government of Australia shall, as and when requested by the Government of the United States of America for the purposes of this agreement, make available to the Treasurer of the United States of America amounts of currency of the Government of Australia up to an aggregate amount equivalent to $5,000,000 (United States currency) provided however that in no event shall a total amount of the currency of the Government of Australia in excess of the equivalent of $500,000 (United States currency) be deposited during any single calendar year. The rate of exchange between the currency of the Government of Australia and United States currency to be

used in determining the amount of currency of the Government of Australia to be made available from time to time hereunder shall be determined in accordance with paragraph 3 of the Settlement Agreement of June 7, 1946.

The request of the Government of the United States of America that a deposit be made for the general purposes of the present agreement shall be accepted by the Government of Australia as sufficient basis on which to effect the deposit and shall not be subjected to the requirement of any detailed statements, estimates or justifications concerning the ultimate expenditure of the funds for specific programmes, which ultimate expenditure is for determination by the Foundation subject to the approval of the Secretary of State of the United States of America.

The Secretary of State of the United States of America will make available to the Foundation currency of the Government of Australia in such amounts as may be required by the Foundation but in no event in excess of the budgetary limitations established pursuant to Article 3 of the present agreement.

ARTICLE 12

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in the territory of Australia from customs duties, excises, surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in Australia.

ARTICLE 13

The Government of Australia shall exempt from Australian income taxes and social service contributions all grants by the Foundation from the funds specified in Article 11 of this agreement, unless and until the Government of the United States of America fails to grant similar exemptions to grants made by the Australian Government from its funds to recipients in the United States.

ARTICLE 14

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 15

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Australia.

ARTICLE 16

The Government of the United States of America and the Government of Australia shall make every effort to facilitate the programme authorized in this agreement and to resolve problems which may arise in the operation thereof.

ARTICLE 17

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Canberra in duplicate, this twenty-sixth day of November, 1949.

For the Government of the United States of America:

PETE JARMAN

For the Government of Australia:

H. EVATT

COPYRIGHT

Exchange of notes at Washington December 29, 1949, with Australian order-in-council and proclamation by the President of the United States
Entered into force December 29, 1949
Expired December 29, 1950

64 Stat. B74; Treaties and Other International Acts Series 2007

AUSTRALIAN NOTE

The Australian Ambassador to the Secretary of State

AUSTRALIAN EMBASSY
WASHINGTON, D.C.
29th December, 1949.

No. 504/49

SIR,

I have the honour to inform you that the attention of the Australian Government has been invited to paragraph (b), section 9 of Title 17 of the United States Code, codified and enacted into positive law by the act of Congress approved July 30, 1947,[1] which provides for extending, on a reciprocal basis, the time for the fulfilment of the conditions and formalities prescribed by the copyright laws of the United States in the case of authors, copyright owners, or proprietors of works first produced or published abroad who are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential for their compliance.

My Government has requested me to inform you that, by reason of the conditions arising out of World War II, Australian authors, copyright owners, and proprietors have lacked, during several years of the time since the outbreak of war between Australia and Germany on September 3, 1939, the facilities essential to compliance with and to the fulfilment of the conditions and formalities established by the laws of the United States of America relating to copyright.

It is the desire of the Australian Government that, in accordance with the procedure provided in the above-mentioned section 9 of Title 17 of the United

[1] 61 Stat. 652.

States Code, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of citizens of Australia whose works are eligible to copyright in the United States.

With a view to assuring the Government of the United States of America of reciprocal protection for authors, copyright owners, and proprietors of the United States, the Governor-General has made an Order, the text of which is annexed hereto, which will come into effect from the date on which the President of the United States of America shall proclaim, in accordance with the aforesaid Title 17 of the United States Code, that by reason of the disruption or suspension of facilities during several years of the time since September 3, 1939, citizens of Australia who are authors, copyright owners, or proprietors of works first produced or published outside the United States and subject to copyright, ad interim copyright, or renewal of copyright under the laws of the United States, have been temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States.

The Australian Government is prepared, if this proposal is acceptable to the Government of the United States of America, to regard the present note and Your Excellency's reply to the same effect as constituting an agreement between the two Governments, which shall take effect this day.

I have the honour to be, Sir,

Your most obedient servant,

NORMAN MAKIN
(Norman Makin)
Ambassador

Order-in-Council enclosed.

The Honourable
DEAN ACHESON,
Secretary of State for the United States of America,
Department of State,
Washington, D.C.

ORDER-IN-COUNCIL

AUSTRALIAN EMBASSY
WASHINGTON, D. C.

ORDER

Commonwealth of Australia
to wit.
(Sgd.) W. J. MCKELL
Governor-General.

By His Excellency the Governor-General in and over the Commonwealth of Australia.

WHEREAS by virtue of the *Copyright Act* 1912 1935 the Imperial Act

known as the Copyright Act, 1911 (in this Order referred to as "the Imperial Copyright Act") extends to the Commonwealth of Australia subject to such modifications and additions relating to procedure or remedies or necessary to adapt the Imperial Copyright Act to the circumstances of the Commonwealth of Australia as are set forth in the *Copyright Act* 1912–1935:

And whereas by reason of conditions arising out of the wars in which His Majesty is at present engaged difficulties have been experienced by citizens of the United States of America in complying with the requirements of the Imperial Copyright Act as to the first publication within the Commonwealth of Australia of their works first published in the United States of America during the present war:

And whereas the Governor-General has been advised that the Government of the United States of America has undertaken to grant such extension of time as may be deemed appropriate for the fulfilment of the conditions and formalities prescribed by the laws of the United States of America with respect to the works of citizens of Australia first produced or published outside the United States of America and subject to copyright or to renewal of copyright under the laws of the United States including works subject to *ad interim* copyright:

And whereas by reason of the said undertaking by the Government of the United States of America the Governor-General is satisfied that the said Government has made, or has undertaken to make, such provision as it is expedient to require for the protection of works first made or published, during the period commencing on the third day of September, One thousand nine hundred and thirty-nine, and ending one year after the termination of all the wars in which His Majesty is engaged at the commencement of this Order, within the Commonwealth of Australia and entitled to copyright under Part I. of the Imperial Copyright Act:

And whereas by the Imperial Copyright Act authority is conferred upon the Governor-General, acting with the advice of the Federal Executive Council, to extend, by Order, the application of the Imperial Copyright Act to certain classes of foreign works within the Commonwealth of Australia:

And whereas it is desirable to provide protection within the Commonwealth of Australia for literary or artistic works first published in the United States of America during the period commencing on the third day of September, One thousand nine hundred and thirty-nine, and ending one year after the termination of all the wars in which His Majesty is engaged at the commencement of this Order which have failed to accomplish the formalities prescribed by the Imperial Copyright Act by reason of conditions arising out of the wars in which His Majesty is engaged at the commencement of this Order:

Now therefore I, William John McKell, the Governor-General aforesaid, acting with the advice of the Federal Executive Council, hereby order as follows:

1. The Imperial Copyright Act shall, subject to the provisions of that Act and of this Order, apply to works first published in the United States of America during a period commencing on the third day of September, One thousand nine hundred and thirty-nine, and ending one year after the termination of all the wars in which His Majesty is engaged at the commencement of this Order which have not been re-published in the Commonwealth of Australia within fourteen days after the publication in the United States of America, in like manner as if they had first been published within the Commonwealth of Australia.

2. The enjoyment by any such work of the rights conferred by the Imperial Copyright Act shall be conditional upon publication of the work within the Commonwealth of Australia not later than one year after the date of termination of all the wars in which His Majesty is engaged at the commencement of this Order and shall commence from and after that publication, which shall not be colourable only but shall be intended to satisfy the reasonable requirements of the public.

3. The provisions of section forty of the *Copyright Act* 1912–1935 as to the delivery of books to the Librarian of the Parliament shall apply to works to which this Order relates upon their publication in the Commonwealth of Australia.

4. Nothing in this Order shall be construed so as to deprive any work of any rights which have been lawfully acquired under the provisions of the Imperial Copyright Act or any Order thereunder.

5. Where any person has, before the commencement of this Order, taken any action whereby he has incurred any expenditure or liability in connexion with the reproduction or performance of any work which at the time was lawful, or for the purpose of or with a view to the reproduction or performance of a work at a time when that reproduction or performance would, but for the making of this Order, have been lawful, nothing in this Order shall diminish or prejudice any rights or interest arising through or in connexion with that action which were subsisting and valuable before the commencement of this Order, unless a person who, by virtue of this Order, becomes entitled to restrain that reproduction or performance agrees to pay such compensation as, failing agreement, is determined by arbitration.

6. In this Order, "the commencement of this Order" means the date on which this Order is published in the *Commonwealth of Australia Gazette*.

GIVEN under my Hand and the Seal of the Commonwealth, this ninth day of September, in the year of our Lord One Thousand nine hun-
(L.S.) dred and forty-seven and in the eleventh year of His Majesty's reign.

By His Excellency's Command,
(Sgd.) H. V. EVATT
Attorney-General.

United States Note

The Secretary of State to the Australian Ambassador

Department of State
Washington
Dec. 29, 1949

Excellency:

I have the honor to acknowledge the receipt of your note of today's date in which you refer to paragraph (b), section 9 of Title 17 of the United States Code, codified and enacted into positive law by the Act of Congress approved July 30, 1947, which authorizes the President to extend by proclamation the time for compliance with the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright under the laws of the United States of America when the authors, copyright owners, or proprietors of such works are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspensions of the facilities essential to such compliance.

You state that by reason of conditions arising out of World War II authors, copyright owners, and proprietors who are citizens of Australia have lacked during several years of the time since the outbreak of war between Australia and Germany on September 3, 1939, the facilities essential to compliance with and to the fulfillment of the conditions and formalities established by the laws of the United States of America relating to copyright.

You express the desire of the Australian Government that, in accordance with the procedure provided in the above-mentioned section 9 of Title 17 of the United States Code, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of citizens of Australia whose works are eligible to copyright in the United States of America. You add that with a view to assuring the Government of the United States of America reciprocal protection for authors, copyright owners, and proprietors of the United States of America, the Governor-General has made an Order in Council, the text of which accompanies your note under acknowledgment, which will come into effect from the date on which the President of the United States of America shall proclaim, in accordance with the aforesaid Title 17 of the United States Code, that by reason of the disruption or suspension of facilities during several years of the time since September 3, 1939 citizens of Australia who are authors, copyright owners, or proprietors of works first produced or published outside the United States of America and subject to copyright, *ad interim* copyright, or renewal of copyright under the laws of the United States of America have been temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America.

You further state that the Australian Government is prepared, if this proposal should be accepted by the Government of the United States of America, to regard the note under acknowledgment and this Government's reply thereto to that effect as constituting an agreement between the two Governments, which shall take effect this day.

I have the honor to inform you that, with a view to giving effect to the commitment proposed in the note under acknowledgment, the President has issued today a proclamation, a copy of which is annexed hereto, declaring and proclaiming, pursuant to the provisions of section 9 of the aforesaid Title 17 on the basis of the assurances set forth in your note and the Order in Council, annexed thereto, that as regards (1) works of citizens of Australia which were first produced or published outside the United States of America on or after September 3, 1939 and subject to copyright under the laws of the United States of America, including works subject to *ad interim* copyright, and (2) works of citizens of Australia subject to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there has existed during several years of the time since September 3, 1939 such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the aforesaid Title 17, and that accordingly the time within which compliance with such conditions and formalities may take place is extended with respect to such works for one year after the date of the proclamation. The proclamation provides that it shall be understood that the term of copyright in any case is not and cannot be altered or affected by the President's action and that the extension is subject to the proviso of the said Title 17 that no liability shall attach thereunder for lawful uses made or acts done prior to the effective date of that proclamation in connection with the works to which it relates, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

The Government of the United States of America accordingly considers the agreement in regard to such extension of time to be in effect as of today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

Enclosure:
Copy of Proclamation.

His Excellency
The Honorable
NORMAN J. O. MAKIN,
Ambassador of Australia.

Proclamation

COPYRIGHT EXTENSION: AUSTRALIA

By the President of the United States of America

A Proclamation

Whereas the President is authorized, in accordance with the conditions prescribed in section 9 of Title 17 of the United States Code, which includes the provisions of the act of Congress approved March 4, 1909, 35 Stat. 1075, as amended by the act of September 25, 1941, 55 Stat. 732, to grant an extension of time for fulfillment of the conditions and formalities prescribed by the copyright laws of the United States of America, with respect to works first produced or published outside the United States of America and subject to copyright or to renewal of copyright under the laws of the United States of America, including works subject to *ad interim* copyright, by nationals of countries which accord substantially equal treatment to citizens of the United States of America; and

Whereas the Governor-General of Australia has made an order, effective from this day, by the terms of which treatment substantially equal to that authorized by the aforesaid section 9 of Title 17 is accorded in Australia to literary and artistic works first produced or published in the United States of America during the period commencing on September 3, 1939, and ending one year after the termination of all the wars in which the Commonwealth of Australia is engaged at the commencement of this order; and

Whereas the aforesaid order is annexed to and is part of an agreement embodied in notes exchanged this day between the Government of the United States of America and the Government of Australia; and

Whereas, by virtue of a proclamation by the President of the United States of America dated April 9, 1910 (36 Stat. 2685), citizens of Australia are, and since July 1, 1909, have been, entitled to the benefits of the aforementioned act of March 4, 1909, other than the benefits of section 1(e) of that act; and

Whereas, by virtue of a proclamation by the President of the United States of America, dated April 3, 1918 (40 Stat. 1764), the citizens of Australia are, and since March 15, 1918, have been, entitled to the benefits of section 1(e) of the aforementioned act of March 4, 1909:

Now, therefore, I, Harry S. Truman, President of the United States of America, under and by virtue of the authority vested in me by the aforesaid Title 17, do declare and proclaim:

That with respect to (1) works of citizens of Australia which were first produced or published outside the United States of America on or after September 3, 1939, and subject to copyright under the laws of the United States of America, including works subject to *ad interim* copyright, and (2) works of citizens of Australia subject to renewal of copyright under the laws

of the United States of America on or after September 3, 1939, there has existed during several years of the time since September 3, 1939, such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the aforesaid Title 17, and that, accordingly, the time within which compliance with such conditions and formalities may take place is hereby extended with respect to such works for one year after the date of this proclamation.

It shall be understood that the term of copyright in any case is not and cannot be altered or affected by this proclamation, and that, as provided by the aforesaid Title 17, no liability shall attach under the said Title for lawful uses made or acts done prior to the effective date of this proclamation in connection with above-described works, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully entered into prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

Done at the City of Washington this 29th day of Dec. in the year of our Lord nineteen hundred and forty-nine and of the In-
[SEAL] dependence of the United States of America the one hundred and seventy-fourth.

HARRY S. TRUMAN

By the President:

DEAN ACHESON

Secretary of State

Austria [1]

COMMERCE AND NAVIGATION

Treaty signed at Washington August 27, 1829
Senate advice and consent to ratification February 10, 1830
Ratified by the President of the United States February 11, 1830
Ratified by Austria May 26, 1830
Ratifications exchanged at Washington February 10, 1831 [2]
Entered into force February 10, 1831
Proclaimed by the President of the United States February 10, 1831
Articles X and XI supplemented by convention of May 8,1848 [3]
Not revived after World War I [4]

8 Stat. 398; Treaty Series 7 [5]

Treaty of Commerce and Navigation Between the United States of America and His Majesty the Emperor of Austria

The United States of America, and His Majesty the Emperor of Austria, King of Hungary and Bohemia, equally animated with the desire of maintaining the relations of good understanding which have hitherto so happily subsisted between their respective States, of extending, also, and consolidating the commercial intercourse between them, and convinced that this object cannot better be accomplished than by adopting the system of an entire freedom of navigation, and a perfect reciprocity, based upon principles of equity equally beneficial to both countries, have, in consequence, agreed to

---

[1] See also AUSTRIA–HUNGARY, *post*, p. 429.

[2] On Feb. 3, 1831, the Senate gave its advice and consent to the exchange of ratifications "notwithstanding the expiration of the time designated in the said Treaty for the exchange of the ratifications thereof" (see art. XIII).

[3] TS 8, *post*, p. 207.

[4] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*post*, p. 277), the benefits of which were secured to the United States by the treaty establishing friendly relations dated Aug. 24, 1921 (TS 659, *post*, p. 215).

[5] For a detailed study of this treaty, see 3 Miller 507.

enter into negotiations for the conclusion of a Treaty of Commerce and Navigation, for which purpose the President of the United States has conferred Full Powers on Martin Van Buren, their Secretary of State; and His Majesty the Emperor of Austria has conferred like Powers on Lewis Baron de Lederer, His said Majesty's Consul for the port of New York, and the said Plenipotentiaries having exchanged their said Full Powers, found in good and due form, have concluded and signed the following Articles.

Article I

There shall be between the Territories of the High Contracting Parties a reciprocal liberty of commerce and navigation. The inhabitants of their respective States shall mutually have liberty to enter the ports places and rivers of the Territories of each Party, wherever foreign commerce is permitted. They shall be at liberty to sojourn and reside in all parts whatsoever of said territories, in order to attend to their commercial affairs; and they shall enjoy, to that effect, the same security, protection and privileges as natives of the country wherein they reside, on condition of their submitting to the laws and ordinances there prevailing.

Article II

Austrian vessels arriving, either laden or in ballast, in the ports of the United States of America; and, reciprocally, vessels of the United States arriving, either laden, or in ballast, in the ports of the dominions of Austria, shall be treated on their entrance, during their stay and at their departure, upon the same footing as national vessels coming from the same place, with respect to the duties of tonnage, light-houses, pilotage and port-charges, as well as to the fees and perquisites of public officers, and all other duties or charges of whatever kind or denomination, levied in the name, or to the profit of the Government, the local Authorities, or of any private establishment whatsoever.

Article III

All kind of merchandise and articles of commerce, either the produce of the soil or the industry of the United States of America, or of any other country, which may be lawfully imported into the ports of the dominions of Austria, in Austrian vessels, may also be so imported in vessels of the United States of America, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the local Authorities, or of any private establishments whatsoever, than if the same merchandise or produce had been imported in Austrian vessels. And, reciprocally, all kind of merchandise and articles of commerce, either the produce of the soil or of the industry of the dominions of Austria, or of any other country, which may be lawfully imported into the ports of the United States, in vessels of the said States, may also be so imported in Austrian vessels,

without paying other or higher duties or charges, of whatever kind or denomination levied in the name, or to the profit of the Government, the local Authorities, or of any private establishments whatsoever, than if the same merchandise or produce had been imported in vessels of the United States of America.

Article IV

To prevent the possibility of any misunderstanding, it is hereby declared that the stipulations contained in the two preceding Articles, are, to their full extent, applicable to Austrian vessels and their cargoes, arriving in the ports of the United States of America; and, reciprocally, to vessels of the said States and their cargoes arriving in the ports of the dominions of Austria, whether the said vessels clear directly from the ports of the country to which they respectively belong, or from the ports of any other foreign country.

Article V

No higher or other duties shall be imposed on the importation into the United States, of any article the produce or manufacture of the dominions of Austria; and no higher or other duties shall be imposed on the importation into the dominions of Austria, of any article the produce or manufacture of the United States, than are, or shall be payable on the article, being the produce or manufacture of any other foreign country. Nor shall any prohibition be imposed on the importation or exportation of any article the produce or manufacture of the United States, or of the dominions of Austria, to or from the ports of the United States, or to or from the ports of the dominions of Austria, which shall not equally extend to all other Nations.

Article VI

All kind of merchandise and articles of commerce, either the produce of the soil or of the industry of the United States of America, or of any other country, which may be lawfully exported, or re-exported from the ports of the said United States, in national vessels, may also be exported, or re-exported therefrom in Austrian vessels, without paying other, or higher duties or charges of whatever kind or denomination, levied in the name or to the profit of the Government, the local Authorities, or of any private establishments whatsoever, than if the same merchandise or produce had been exported or re-exported in vessels of the United States of America.

An exact reciprocity shall be observed in the ports of the dominions of Austria, so that all kind of merchandise and articles of commerce either the produce of the soil or of the industry of the said dominions of Austria, or of any other country, which may be lawfully exported or re-exported, from Austrian ports, in national vessels, may also be exported or re-exported therefrom, in vessels of the United States of America, without paying other or higher duties or charges, of whatever kind or denomination, levied in the

name or to the profit of the Government, the local Authorities, or of any private establishments whatsoever, than if the same merchandise or produce had been exported, or re-exported, in Austrian vessels.

And the same bounties and drawbacks shall be allowed, whether such exportation be made in vessels of the one Party, or of the other.

Article VII

It is expressly understood and agreed that the coastwise navigation of both the Contracting Parties, is altogether excepted from the operation of this Treaty, and of every Article thereof.

Article VIII

No priority or preference shall be given, directly or indirectly, by either of the Contracting Parties, nor by any company, corporation or Agent, acting on their behalf or under their authority, in the purchase of any article of commerce, lawfully imported, on account of, or in reference to the character of the vessel, whether it be of the one Party or of the other, in which such article was imported, it being the true intent and meaning of the Contracting Parties that no distinction or difference whatever shall be made in this respect.

Article IX

If either Party shall hereafter grant to any other nation any particular favor in navigation or commerce, it shall immediately become common to the other Party, freely, where it is freely granted to such other nation, or on yielding the same compensation when the grant is conditional.

Article X [6]

The two Contracting Parties hereby reciprocally grant to each other, the liberty of having, each in the ports of the other, Consuls, Vice-Consuls, Agents and Commissaries of their own appointment, who shall enjoy the same privileges and powers as those of the most favored nations. But if any such Consuls shall exercise commerce, they shall be subjected to the same laws and usages to which the private individuals of their nation are subject in the same place, in respect to their commercial transactions.

Article XI [6]

The Citizens or Subjects of each Party shall have power to dispose of their personal goods, within the jurisdiction of the other, by testament, donation, or otherwise; and their representatives, being citizens or subjects of the other Party, shall succeed to their personal goods, whether by testament, or *ab intestato*, and may take possession thereof, either by themselves or by

[6] Supplemented by convention of May 8, 1848 (TS 8), *post*, p. 207.

others acting for them, and dispose of the same at their will, paying such dues, taxes or charges only, as the inhabitants of the country wherein the said goods are shall be subject to pay in like cases. And in case of the absence of the representative, such care shall be taken of the said goods, as would be taken of the goods of a native in like case, until the lawful owner may take measures for receiving them. And if any question should arise among several claimants, to which of them said goods belong, the same shall be decided finally by the laws and Judges of the land wherein the said goods are. But this Article shall not derogate, in any manner, from the force of the laws already published, or hereafter to be published by His Majesty the Emperor of Austria, to prevent the emigration of his Subjects.

Article XII

The present Treaty shall continue in force for ten years, counting from the day of the exchange of the Ratifications; and if twelve months before the expiration of that period, neither of the High Contracting Parties shall have announced by an official notification to the other, its intention to arrest the operation of said Treaty, it shall remain binding for one year beyond that time, and so on, until the expiration of the twelve months which will follow a similar notification whatever the time at which it may take place.

Article XIII

This Treaty shall be approved and ratified by the President of the United States, by and with the advice and consent of the Senate thereof; and by His Majesty the Emperor of Austria; and the Ratifications shall be exchanged in the City of Washington, within twelve months from the date of the signature hereof, or sooner, if possible.[7]

In faith whereof the respective Plenipotentiaries have signed and sealed this Treaty, both in the English and German languages, declaring, however, that, it having been originally composed in the former, the English version is to decide the interpretation, should any difference in regard to it unfortunately arise.

Done in triplicate, at Washington, this twenty seventh day of August, in the year of Our Lord one thousand eight hundred and twenty nine.

M. Van Buren [seal]

Als. Freyherr von Lederer [seal]

---

[7] See footnote 2, p. 202.

COMMERCE AND NAVIGATION

Convention signed at Washington May 8, 1848, supplementing articles X and XI of treaty of August 27, 1829
Ratified by Austria January 31, 1849
Senate advice and consent to ratification February 13, 1850
Ratified by the President of the United States February 15, 1850
Ratifications exchanged at Washington February 23, 1850 [1]
Entered into force February 23, 1850
Proclaimed by the President of the United States February 25, 1850
Article IV abrogated July 1, 1916, in accordance with Seamen's Act of March 4, 1915 [2]
Not revived after World War I [3]

9 Stat. 944; Treaty Series 8 [4]

CONVENTION FOR THE EXTENSION OF CERTAIN STIPULATIONS, CONTAINED IN THE TREATY OF COMMERCE AND NAVIGATION OF 27 AUGUST 1829 BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE EMPEROR OF AUSTRIA

The United States of America and His Majesty the Emperor of Austria having agreed to extend to all descriptions of property the exemption from dues, taxes or charges, which was secured to the personal goods of their respective citizens and subjects by the eleventh article of the Treaty of Commerce and Navigation which was concluded between the Parties on the twenty-seventh of August 1829; [5] and also for the purpose of increasing the powers granted to their respective Consuls by the tenth article of said treaty of commerce and Navigation, have named for this purpose their respective Plenipotentiaries, namely, the President of the United States of America has conferred full powers on James Buchanan, Secretary of State of the United

[1] The Senate resolution of advice and consent agreed to exchange of ratifications "any time prior to the fourth day of July next . . . the limitation contained in said Convention to the contrary notwithstanding" (see art. VI).
[2] 38 Stat. 1164.
[3] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*post*, p. 277), the benefits of which were secured to the United States by the treaty establishing friendly relations dated Aug. 24, 1921 (TS 659, *post*, p. 215).
[4] For a detailed study of this convention, see 5 Miller 445.
[5] TS 7, *ante*, p. 202.

States, and His Majesty the Emperor of Austria upon his Chargé d'affaires to the United States, John George Hülsemann; who, after having exchanged their said full Powers, found in due and proper form, have agreed to, and signed, the following articles:

Article I

The citizens or subjects of each of the contracting Parties shall have power to dispose of their personal property within the States of the other, by testament, donation, or otherwise; and their heirs, legatees and donees, being citizens or subjects of the other contracting Party, shall succeed to their said personal property, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country where the said property lies, shall be liable to pay in like cases.

Article II

Where, on the death of any person holding real property, or property not personal, within the territories of one Party, such real property would, by the laws of the land, descend on a citizen or subject of the other were he not disqualified by the laws of the country where such real property is situated, such citizen or subject shall be allowed a term of two years to sell the same; which term may be reasonably prolonged, according to circumstances; and to withdraw the proceeds thereof, without molestation, and exempt from any other charges than those which may be imposed in like cases upon the inhabitants of the country from which such proceeds may be withdrawn.

Article III

In case of the absence of the heirs, the same care shall be taken, provisionally, of such real or personal property as would be taken in a like case of property belonging to the natives of the country, until the lawful owner, or the person who has a right to sell the same according to Article II may take measures to receive or dispose of the inheritance.

Article IV [6]

The high contracting Parties grant to each other the liberty of having, each in the ports of the other, Consuls, Vice Consuls, Commercial Agents and Vice Commercial Agents, of their own appointment, who shall enjoy the same privileges and Powers, as those of the most favoured Nations; but if any of the said Consuls shall carry on trade, they shall be subjected to the same laws and usages to which private individuals of their nation are subjected in the same place.

---

[6] Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

The said Consuls, Vice Consuls, Commercial and Vice Commercial Agents, shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessels belonging to the nation whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the crews or of the captain should disturb the order or tranquillity of the country; or the said Consuls, Vice Consuls, commercial Agents or Vice Commercial Agents should require their assistance in executing or supporting their own decisions. But this species of judgment or abitration shall not deprive the contending parties of the right they have to resort, on their return, to the judicial authority of their own country.

The said Consuls, Vice Consuls, commercial Agents and Vice Commercial Agents are authorized to require the assistance of the local authorities for the search, arrest and imprisonment, of the deserters from the ships of war and merchant vessels of their country. For this purpose they shall apply in writing to the competent tribunals, judges and officers, and shall demand said deserters, proving by the exhibition of the registers of the vessels, the muster rolls of the crews, or by any other official documents, that such individuals form legally part of the crews; and on such claim being substantiated, the surrender shall not be refused.

Such deserters, when arrested, shall be placed at the disposal of the said Consuls, Vice Consuls, commercial Agents and Vice commercial Agents, and may be confined in the public prisons, at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within three months from the day of their arrest, they shall be set at liberty, and shall not be again arrested for the same cause. If, however, the deserter shall be found to have committed any crime or offence requiring trial, his surrender may be delayed, until the tribunal before which his case shall be pending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

Article V

The present Treaty shall continue in force for two years, counting from the day of the exchange of its ratifications; and if, twelve months before the expiration of that period, neither of the high contracting Parties shall have announced, by an official notification to the other, its intention to arrest the operation of said treaty, it shall remain binding for one year beyond that time, and so on, until the expiration of the twelve months which will follow a similar notification, whatever the time at which it may take place.

Article VI

This convention is concluded subject to the ratification of the President of the United States of America, by and with the advice and consent of the

Senate thereof, and of His Majesty the Emperor of Austria; and the ratifications thereof shall be exchanged in Washington, within the term of one year from the date of the signature thereof, or sooner, if possible.[7]

In witness whereof, the respective Plenipotentiaries have signed the above articles, as well in German as in English, and have thereto affixed their seals.

Done in the City of Washington on the eighth day of May, one thousand eight hundred and forty-eight, in the seventy-second year of the independence of the United States of America, and in the 14th year of the reign of His Majesty the Emperor of Austria.

JAMES BUCHANAN [SEAL]
HÜLSEMANN [SEAL]

[7] See footnote 1, p. 207.

EXTRADITION

Convention signed at Washington July 3, 1856
Senate advice and consent to ratification, with amendments, August 13, 1856 [1]
Ratified by Austria, as amended, November 16, 1856
Ratified by the President of the United States, as amended, December 12, 1856
Ratifications exchanged at Washington December 13, 1856
Entered into force December 13, 1856
Proclaimed by the President of the United States December 15, 1856
Revived for Austria (after World War I) May 6, 1922; [2] *for Hungary May 27, 1922* [3]
Terminated for Austria September 12, 1930, by convention of January 31, 1930, [4] *except for crimes committed prior to that date*
Revived for Hungary (after World War II) March 9, 1948, [5] *pursuant to article 10 of treaty of peace signed at Paris February 10, 1947* [6]

11 Stat. 691; Treaty Series 9 [7]

CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS, FUGITIVES FROM JUSTICE, IN CERTAIN CASES, CONCLUDED BETWEEN THE UNITED STATES ON THE ONE PART AND AUSTRIA ON THE OTHER PART

Whereas, it is found expedient for the better administration of justice and the prevention of crime within the territories and jurisdiction of the parties,

[1] The United States amendments called for deletion after the word "forgery" in art. I of the words "or the utterance of forged papers" and addition to art. I of a final sentence reading as follows: "The provisions of the present Convention shall not be applied, in any manner, to the crimes enumerated in the First Article committed anterior to the date thereof; nor to any crime or offence of a political character." The text printed here is the amended text as proclaimed by the President.

[2] Pursuant to notification (1922 For. Rel. (I) 621) given by the United States in accordance with terms of art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*post*, p. 277), the benefits of which were secured to the United States by the treaty establishing friendly relations dated Aug. 24, 1921 (TS 659, *post*, p. 215).

[3] Pursuant to notification (1922 For. Rel. (II) 577) given by the United States in accordance with terms of art. 224 of Treaty of Trianon signed June 4, 1920 (*post*, HUNGARY), the benefits of which were secured to the United States by the treaty establishing friendly relations dated Aug. 29, 1921 (TS 660, *post*, HUNGARY).

[4] TS 822, *post*, p. 358.

[5] *Department of State Bulletin*, Mar. 21, 1948, p. 382.

[6] TIAS 1651, *ante*, vol. 4, p. 457.

[7] For a detailed study of this convention, see 7 Miller 401.

219-919—70——15

respectively, that persons committing certain heinous crimes, being fugitives from justice, should under certain circumstances, be reciprocally delivered up; and also to enumerate such crimes explicitly; and whereas, the laws of Austria forbid the surrender of its own citizens to a foreign jurisdiction, the government of the United States, with a view of making the Convention strictly reciprocal, shall be held equally free from any obligation to surrender citizens of the United States; therefore on the one part the United States of America and on the other part His Majesty the Emperor of Austria, having resolved to treat on this subject, have for that purpose appointed their respective plenipotentiaries to negotiate and conclude a Convention—that is to say:

The President of the United States, William L. Marcy, Secretary of State, and His Majesty the Emperor of Austria, John George Chevalier de Hülsemann, His said Majesty's Minister Resident near the government of the United States, who, after reciprocal communication of their respective powers, have agreed to and signed the following articles:

Article I

It is agreed that the United States and Austria shall, upon mutual requisitions by them or their ministers, officers or authorities, respectively made, deliver up to justice all persons who, being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the fabrication or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys, committed within the juisdiction of either party, shall seek an asylum, or shall be found within the territories of the other: *Provided*, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed; and the respective judges and other magistrates of the two governments shall have power, jurisdiction and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges or other magistrates respectively, to the end that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive. The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive. The provisions of the present Convention shall not be applied, in any manner, to the crimes enumerated in the First Article, committed anterior to the date thereof; nor to any crime or offence of a political character.

ARTICLE II

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this Convention.

ARTICLE III

Whenever any person accused of any of the crimes enumerated in this Convention shall have committed a new crime in the territories of the State where he has sought an asylum, or shall be found, such person shall not be delivered up under the stipulations of this Convention until he shall have been tried and shall have received the punishment due to such new crime, or shall have been acquitted thereof.

ARTICLE IV

The present Convention shall continue in force until the 1st of January, 1858; and if neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the high contracting parties shall have given notice to the other of such intention; each of the high contracting parties reserving to itself the right of giving such notice to the other at any time after the expiration of the said 1st day of January, 1858.

ARTICLE V

The present Convention shall be ratified by the President, by and with the advice and consent of the Senate of the United States, and by His Majesty the Emperor of Austria, and the ratifications shall be exchanged at Washington within six months from the date hereof, or sooner if possible.

In faith whereof the respective Plenipotentiaries have signed this Convention and have hereunto affixed their seals.

Done in duplicate at Washington the third day of July, in the year of our Lord one thousand eight hundred and fifty-six and of the Independence of the United States the eightieth.

W. L. MARCY [SEAL]

HÜLSEMANN [SEAL]

TOBACCO

Agreement signed at Washington December 24, 1863
Entered into force December 24, 1863
Expired April 23, 1864

Treaty Series 10 [1]

Whereas an informal Convention on the subject of the exportation of certain tobacco from the United States was on the 23rd day of November last concluded between the Secretary of State and the Envoy Extraordinary and Minister Plenipotentiary of His Majesty the Emperor of the French, a copy of which Convention is hereunto annexed.[2]

It is hereby stipulated by and between Frederick W. Seward, Acting Secretary of State of the United States and Count Nicholas Giorgi, Minister Resident of His Majesty the Emperor of Austria, that the tobacco in this country belonging to the Austrian Government, purchased and paid for prior to the 4th of March 1861, amounting to six hundred and twelve (612) hogsheads, or thereabouts, may be exported from places within the limits of the blockade on conditions similar to those required for the exportation of tobacco belonging to the French government; but as it is not convenient for the Austrian Government to post any of its naval vessels for the purpose of superintending such exportation, it is further stipulated that such exportation may be made under the superintendence of such of the vessels of the French navy as may be employed in superintending the exportation of the tobacco belonging to the Government of France.

Done at the City of Washington this 24th day of December, 1863.

F. W. Seward
N. Giorgi

[1] Not previously printed.
[2] For text, see *post*, vol. 7, p. 842, FRANCE.

ESTABLISHING FRIENDLY RELATIONS

Treaty signed at Vienna August 24, 1921; relevant parts of treaty of peace signed at St. Germain-en-Laye September 10, 1919
Ratified by Austria October 8, 1921
Senate advice and consent to ratification, with understandings, October 18, 1921 [1]
Ratified by the President of the United States, with understandings, October 21, 1921 [1]
Ratifications exchanged at Vienna November 8, 1921
Entered into force November 8, 1921
Proclaimed by the President of the United States November 17, 1921

42 Stat. 1946; Treaty Series 659

Treaty with Austria

The United States of America and Austria:

Considering that the United States, acting in conjunction with its co-belligerents entered into an Armistice with Austria-Hungary on November 3d, 1918,[2] in order that a Treaty of peace might be concluded;

Considering that the former Austro-Hungarian Monarchy ceased to exist and was replaced in Austria by a republican Government;

Considering that the Treaty of St. Germain-en-Laye to which Austria is a party was signed on September 10th, 1919, and came into force according to the terms of its Article 381, but has not been ratified by the United States;

Considering that the Congress of the United States passed a joint Resolution approved by the President July 2d, 1921,[3] which reads in part as follows;

[1] The U.S. understandings were that "the United States shall not be represented or participate in any body, agency or commission, nor shall any person represent the United States as a member of any body, agency or commission in which the United States is authorized to participate by this Treaty, unless and until an Act of the Congress of the United States shall provide for such representation or participation" and that "the rights and advantages which the United States is entitled to have and enjoy under this Treaty embrace the rights and advantages of nationals of the United States specified in the Joint Resolution or in the provisions of the Treaty of St. Germain-en-Laye to which this Treaty refers."

[2] *Ante*, vol. 2, p. 1.

[3] 42 Stat. 105.

"Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, . . .

"That the state of war declared to exist between the Imperial and Royal Austro-Hungarian Government and the United States of America by the joint resolution of Congress approved December 7th, 1917,[4] is hereby declared at an end.

"Sec. 4. That in making this declaration, and as a part of it, there are expressly reserved to the United States of America and its nationals any and all rights, privileges, indemnities, reparations or advantages, together with the right to enforce the same, to which it or they have become entitled under the terms of the armistice signed November 3d, 1918, or any extension or modifications thereof; or which were acquired by or are in the possession of the United States of America by reason of its participation in the war or to which its nationals have thereby become rightfully entitled; or which, under the Treaty of St. Germain-en-Laye or the Treaty of Trianon, have been stipulated for its or their benefit; or to which it is entitled as one of the principal Allied and Associated Powers; or to which it is entitled by virtue of any Act or Acts of Congress; or otherwise.

"Sect. 5. All property of the Imperial German Government, or its successor or successors, and of all German nationals which was on April 6th, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or of any of its officers, agents, or employees, from any source or by any agency whatsoever, and all property, of the Imperial and Royal Austro-Hungarian Government, or its successor or successors, and of all Austro-Hungarian nationals which was on December 7th, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or any of its officers, agents, or employees, from any source or by any agency whatsoever, shall be retained by the United States of America and no disposition thereof made, except as shall have been heretofore or specifically hereafter shall be provided by law until such time as the Imperial German Government and the Imperial and Royal Austro-Hungarian Government, or their successor or successors, shall have respectively made suitable provision for the satisfaction of all claims against said Governments respectively, of all persons, wheresoever domiciled, who owe permanent allegiance to the United States of America and who have suffered, through the acts of the Imperial German Government or its agents, or the Imperial and Royal Austro-Hungarian Government or its agents since July 31st, 1914, loss, damage, or injury to their persons or property, directly or indirectly, whether through the ownership of shares of stock in German, Austro-Hungarian, American, or other corporations, or in consequence of

[4] 40 Stat. 429.

hostilities or of any operations of war, or otherwise and also shall have granted to persons owing permanent allegiance to the United States of America most-favored-nation treatment, whether the same be national or otherwise, in all matters affecting residence, business, profession, trade, navigation, commerce, and industrial property rights and until the Imperial German Government and the Imperial and Royal Austro-Hungarian Government or its successor or successors shall have respectively confirmed to the United States of America all fines, forfeitures, penalties, and seizures imposed or made by the United States of America during the war, whether in respect to the property of the Imperial German Government or German nationals or the Imperial and Royal Austro-Hungarian Government or Austro-Hungarian nationals, and shall have waived any and all pecuniary claims against the United States of America."

Being desirous of establishing securely friendly relations between the two Nations;

Have for that purpose appointed their plenipotentiaries;

The President of the United States of America:
ARTHUR HUGH FRAZIER

and the Federal President of the Republic of Austria:
JOHANN SCHOBER

Who, having communicated their full powers, found to be in good and due form, have agreed as follows:

ARTICLE I

Austria undertakes to accord to the United States and the United States shall have and enjoy all the rights, privileges, indemnities, reparations or advantages specified in the aforesaid Joint Resolution of the Congress of the United States of July 2d, 1921, including all the rights and advantages stipulated for the benefit of the United States in the Treaty of St. Germain-en-Laye which the United States shall fully enjoy notwithstanding the fact that such Treaty has not been ratified by the United States. The United States in availing itself of the rights and advantages stipulated in the provisions of that Treaty, will do so in a manner consistent with the rights accorded to Austria under such provisions.

ARTICLE II

With a view to defining more particularly the obligations of Austria under the foregoing Article with respect to certain provisions in the Treaty of St. Germain-en-Laye, it is understood and agreed between the High Contracting Parties:

(1) That the rights and advantages stipulated in that Treaty for the bene-

fit of the United States which it is intended the United States shall have and enjoy, are those defined in Parts V, VI, VIII, IX, X, XI, XII and XIV.

(2) That the United States shall not be bound by the provisions of Part I of that Treaty nor by any provisions of that Treaty including those mentioned in paragraph (1) of this Article which relate to the Covenant of the League of Nations, nor shall the United States be bound by any action taken by the League of Nations or by the Council or by the Assembly thereof, unless the United States shall expressly give its assent to such action.

(3) That the United States assumes no obligations under or with respect to the provisions of Part II, Part III, Part IV and Part XIII of that Treaty.

(4) That, while the United States is privileged to participate in the Reparation Commission, according to the terms of Part VIII of that Treaty and in any other commission established under the Treaty or under any agreement supplemental thereto, the United States is not bound to participate in any such commission unless it shall elect to do so.

(5) That the periods of time to which reference is made in Article 381 of the Treaty of St. Germain-en-Laye shall run, with respect to any act or election on the part of the United States, from the date of the coming into force of the present Treaty.

ARTICLE III

The present Treaty shall be ratified in accordance with the constitutional forms of the High Contracting Parties and shall take effect immediately on the exchange of ratifications which shall take place as soon as possible at Vienna.

In witness whereof, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate in Vienna, this twentyfourth day of August 1921.

ARTHUR HUGH FRAZIER [SEAL]
SCHOBER [SEAL]

RELEVANT PARTS OF TREATY OF ST. GERMAIN-EN-LAYE

. . . . .

PART V

MILITARY, NAVAL AND AIR CLAUSES

In order to render possible the initiation of a general limitation of the armaments of all nations, Austria undertakes strictly to observe the military, naval and air clauses which follow.

SECTION I

Military Clauses

CHAPTER I

GENERAL

ARTICLE 118

Within three months from the coming into force of the present Treaty, the military forces of Austria shall be demobilised to the extent prescribed hereinafter.

ARTICLE 119

Universal compulsory military service shall be abolished in Austria. The Austrian Army shall in future only be constituted and recruited by means of voluntary enlistment.

CHAPTER II

EFFECTIVES AND CADRES OF THE AUSTRIAN ARMY

ARTICLE 120

The total number of military forces in the Austrian Army shall not exceed 30,000 men, including officers and depot troops.

Subject to the following limitations, the formations composing the Austrian Army shall be fixed in accordance with the wishes of Austria:

(1) The effectives of units must be fixed between the maximum and minimum figures shown in Table IV annexed to this Section.

(2) The proportion of officers, including the personnel of staffs and special services, shall not exceed one twentieth of the total effectives with the colours, and that of non-commissioned officers shall not exceed one fifteenth of the total effectives with the colours.

(3) The number of machine guns, guns and howitzers shall not exceed per thousand men of the total effectives with the colours those fixed in Table V annexed to this Section.

The Austrian Army shall be devoted exclusively to the maintenance of order within the territory of Austria, and to the control of her frontiers.

ARTICLE 121

The maximum strength of the Staffs and of all formations which Austria may be permitted to raise are given in the Tables annexed to this Section; these figures need not be exactly followed, but must not be exceeded.

All other organisations for the command of troops or for preparation for war are forbidden.

Article 122

All measures of mobilisation, or appertaining to mobilisation, are forbidden.

In no case must formations, administrative services or staffs include supplementary cadres.

The carrying out of any preparatory measures with a view to requisitioning animals or other means of military transport is forbidden.

Article 123

The number of gendarmes, customs officers, foresters, members of the local or municipal police or other like officials may not exceed the number of men employed in a similar capacity in 1913 within the boundaries of Austria as fixed by the present Treaty.

The number of these officials shall not be increased in the future except as may be necessary to maintain the same proportion between the number of officials and the total population in the localities or municipalities which employ them.

These officials, as well as officials employed in the railway service, must not be assembled for the purpose of taking part in any military exercises.

Article 124

Every formation of troops not included in the Tables annexed to this Section is forbidden. Such other formations as may exist in excess of the 30,000 effectives authorized shall be suppressed within the period laid down by Article 118.

Chapter III

recruiting and military training

Article 125

All officers must be regulars (officers *de carrière*). Officers now serving who are retained in the Army must undertake the obligation to serve in it up to the age of 40 years at least. Officers now serving who do not join the new army will be released from all military obligations; they must not take part in any military exercises, whether theoretical or practical.

Officers newly appointed must undertake to serve on the active list for 20 consecutive years at least.

The number of officers discharged for any reason before the expiration of their term of service must not exceed in any year one twentieth of the total of officers provided for in Article 120. If this proportion is unavoidably exceeded the resulting shortage must not be made good by fresh appointment.

Article 126

The period of enlistment for non-commissioned officers and privates must

be for a total period of not less than 12 consecutive years, including at least 6 years with the colours.

The proportion of men discharged before the expiration of the period of their enlistment for reasons of health or as a result of disciplinary measures or for any other reasons must not in any year exceed one twentieth of the total strength fixed by Article 120. If this proportion is unavoidably exceeded, the resulting shortage must not be made good by fresh enlistments.

Chapter IV

SCHOOLS, EDUCATIONAL ESTABLISHMENTS, MILITARY CLUBS, AND SOCIETIES

Article 127

The number of students admitted to attend the courses in military schools shall be strictly in proportion to the vacancies to be filled in the cadres of officers. The students and the cadres shall be included in the effectives fixed by Article 120.

Consequently all military schools not required for this purpose shall be abolished.

Article 128

Educational establishments, other than those referred to in Article 127, as well as all sporting and other clubs, must not occupy themselves with any military matters.

Chapter V

ARMAMENT, MUNITIONS AND MATERIAL, FORTIFICATIONS

Article 129

On the expiration of three months from the coming into force of the present Treaty, the armament of the Austrian Army shall not exceed the figures fixed per thousand men in Table V annexed to this Section.

Any excess in relation to effectives shall only be used for such replacements as may eventually be necessary.

Article 130

The stock of munitions at the disposal of the Austrian Army shall not exceed the amounts fixed in Table V annexed to this Section.

Within three months from the coming into force of the present Treaty the Austrian Government shall deposit any existing surplus of armament and munitions in such places as shall be notified to it by the Principal Allied and Associated Powers.

No other stock, depot or reserve of munitions shall be formed.

ARTICLE 131

The number and calibre of guns constituting the fixed normal armament of fortified places existing at the present moment in Austria shall be immediately notified to the Principal Allied and Associated Powers, and will constitute maximum amounts which must not be exceeded.

Within three months from the coming into force of the present Treaty the maximum stock of ammunition for these guns shall be reduced to and maintained at the following uniform rates:

150 rounds per gun for those the calibre of which is 105 mm. and under;
500 rounds per gun for those of higher calibre.

ARTICLE 132

The manufacture of arms, munitions and war material shall only be carried on in one single factory, which shall be controlled by and belong to the State, and whose output shall be strictly limited to the manufacture of such arms, munitions and war material as is necessary for the military forces and armaments referred to in Articles 120, 123, 129, 130 and 131.

The manufacture of sporting weapons is not forbidden, provided that sporting weapons manufactured in Austria taking ball cartridge are not of the same calibre as that of military weapons used in any European army.

Within three months from the coming into force of the present Treaty, all other establishments for the manufacture, preparation, storage or design of arms, munitions or any other war material shall be closed down or converted to purely commercial uses.

Within the same length of time, all arsenals shall also be closed down, except those to be used as depots for the authorised stocks of munitions, and their staffs discharged.

The plant of any establishments or arsenals in excess of the amount required for the manufacture authorised shall be rendered useless or converted to purely commercial purposes in accordance with the decisions of the Military Inter-Allied Commission of Control referred to in Article 153.

ARTICLE 133

Within three months from the coming into force of the present Treaty, all arms, munitions and war material, including any kind of anti-aircraft material, of whatever origin, existing in Austria in excess of the quantity authorised shall be handed over to the Principal Allied and Associated Powers.

Delivery shall take place at such points in Austrian territory as may be appointed by the said Powers, who shall also decide on the disposal of such material.

ARTICLE 134

The importation into Austria of arms, munitions and war material of all kinds is strictly forbidden.

The manufacture for foreign countries and the exportation of arms, munitions and war material shall also be forbidden.

ARTICLE 135

The use of flame throwers, asphyxiating, poisonous or other gases, and all similar liquids, materials or devices being prohibited, their manufacture and importation are strictly forbidden in Austria.

Material specially intended for the manufacture, storage or use of the said products or devices is equally forbidden.

The manufacture and importation into Austria of armoured cars, tanks or any similar machines suitable for use in war are equally forbidden.

TABLE I—*Composition and Maximum Effectives of an Infantry Division*

Units	Maximum effectives of each unit	
	Officers	Men
Headquarters of an infantry division	25	70
Headquarters of divisional infantry	5	50
Headquarters of divisional artillery	4	30
3 regiments of infantry [1] (on the basis of 65 officers and 2,000 men per regiment)	195	6,000
1 Squadron	6	160
1 Battalion of trench artillery (3 companies)	14	500
1 Battalion of pioneers [2] (3 companies)	14	500
Regiment field artillery [3]	80	1,200
1 Battalion cyclists (comprising 3 companies)	18	450
1 Signal detachment [4]	11	330
Divisional medical corps	28	550
Divisional parks and trains	14	940
Total for an infantry division	414	10,780

[1] Each regiment comprises 3 battalions of infantry. Each battalion comprises 3 companies of infantry and 1 machine-gun company.

[2] Each battalion comprises 1 headquarters, 2 pioneer companies, 1 bridging section, 1 searchlight section.

[3] Each regiment comprises 1 headquarters, 3 groups of field or mountain artillery, comprising 8 batteries; each battery comprising 4 guns or howitzers (field or mountain).

[4] This detachment comprises: Telephone detachment, 1 listening section, 1 carrier-pigeon section.

TABLE II—*Composition and Maximum Effectives for a Cavalry Division*

Units	Maximum number authorized	Maximum effectives of each unit	
		Officers	Men
Headquarters of a Cavalry division	1	15	50
Regiment of Cavalry [1]	6	30	720
Group of Field Artillery (3 batteries)	1	30	430
Group of motor machine guns and armored cars [2]	1	4	80
Miscellaneous services		30	500
Total for a Cavalry division		259	5, 380

[1] Each regiment comprises 4 squadrons.

[2] Each group comprises 9 fighting cars, each carrying one gun, 1 machine gun, and 1 spare machine gun, 4 communication cars, 2 small lorries for stores, 7 lorries, including 1 repair lorry, 4 motor cycles.

NOTE.—The large Cavalry units may include a variable number of regiments and be divided into independent brigades within the limit of the effectives laid down above.

TABLE III—*Composition and Maximum Effectives for a Mixed Brigade*

Units	Maximum effectives of each unit	
	Officers	Men
Headquarters of a brigade	10	50
2 regiments of Infantry [1]	130	4, 000
1 cyclist battalion	18	450
1 Cavalry squadron	5	100
1 group Field Artillery	20	400
1 trench mortar company	5	150
Miscellaneous services	10	200
Total for mixed brigade	198	5, 350

[1] Each regiment comprises 3 battalions of Infantry. Each battalion comprises 3 companies of Infantry and 1 machine-gun company.

TABLE IV—*Minimum Effectives of Units Whatever Organization Is Adopted in the Army (Divisions, Mixed Brigades, etc.)*

Units	Maximum effectives (for reference)		Minimum effectives	
	Officers	Men	Officers	Men
Infantry division	414	10, 780	300	8, 000
Cavalry division	259	5, 380	180	3, 650
Mixed brigade	198	5, 350	140	4, 250
Regiment of Infantry	65	2, 000	52	1, 600
Battalion of Infantry	16	650	12	500
Company of Infantry or machine guns	3	160	2	120
Cyclist group	18	450	12	300
Regiment of Cavalry	30	720	20	450
Squadron of Cavalry	6	160	3	100
Regiment of Field Artillery	80	1, 200	60	1, 000
Battery of Field Artillery	4	150	2	120
Company of trench mortars	3	150	2	100
Battalion of pioneers	14	500	8	300
Battery of mountain Artillery	5	320	3	200

TABLE V—*Maximum Authorized Armaments and Munition Supplies*

Material	Quantity for 1,000 men	Amount of munitions per arm (rifles, guns, etc.)
Rifles or carbines [1]	1, 150	500 rounds
Machine guns, heavy or light	15	10, 000 rounds
Trench mortars, light	2	1, 000 rounds
Trench mortars, medium	2	500 rounds
Guns or howitzers (field or mountain)	3	1, 000 rounds

[1] Automatic rifles or carbines are counted as light machine guns.

No heavy guns, i.e., of a caliber greater than 105 mm. is authorized, with the exception of the normal armament of fortified places.

SECTION II

Naval Clauses

ARTICLE 136

From the date of the coming into force of the present Treaty all Austro-Hungarian warships, submarines included, are declared to be finally surrendered to the Principal Allied and Associated Powers.

All the monitors, torpedo boats and armed vessels of the Danube Flotilla will be surrendered to the Principal Allied and Associated Powers.

Austria will, however, have the right to maintain on the Danube for the use of the river police three patrol boats to be selected by the Commission referred to in Article 154 of the present Treaty.

ARTICLE 137

The Austro-Hungarian auxiliary cruisers and fleet auxiliaries enumerated below will be disarmed and treated as merchant ships:

Bosnia
Gablonz
Carolina
Africa
Tirol
Argentina
Lussin
Teodo
Nixe
Gigante
Dalmat
Persia
Prince Hohenlohe
Gastein
Helouan
Graf Wurmbrand
Pelikan
Herkules
Pola
Najade
Pluto
President Wilson (ex-Kaiser Franz Joseph)
Trieste
Baron Bruck
Elizabet
Melcavich
Baron Call
Gaea
Cyclop
Vesta
Nymphe
Buffel

ARTICLE 138

All warships, including submarines, now under construction in Austrian ports, or in ports which previously belonged to the Austro-Hungarian Monarchy, shall be broken up.

The work of breaking up these vessels will be commenced as soon as possible after the coming into force of the present Treaty.

ARTICLE 139

Articles, machinery and material arising from the breaking up of Austro-Hungarian warships of all kinds, whether surface vessels or submarines, may not be used except for purely industrial or commercial purposes.

They may not be sold or disposed of to foreign countries.

ARTICLE 140

The construction or acquisition of any submarine, even for commercial purposes, shall be forbidden in Austria.

ARTICLE 141

All arms, ammunition and other naval war material, including mines and torpedoes, which belonged to Austria-Hungary at the date of the signature of the Armistice of November 3, 1918, are declared to be finally surrendered to the Principal Allied and Associated Powers.

ARTICLE 142

Austria is held responsible for the delivery (Articles 136 and 141), the disarmament (Article 137), the demolition (Article 138), as well as the disposal (Article 137) and the use (Article 139) of the objects mentioned in the preceding Articles only so far as these remain in her own territory.

ARTICLE 143

During the three months following the coming into force of the present Treaty, the Austrian high-power wireless telegraphy station at Vienna shall not be used for the transmission of messages concerning naval, military or political questions of interest to Austria, or any State which has been allied to Austria-Hungary in the war, without the assent of the Principal Allied and Associated Powers. This station may be used for commercial purposes, but only under the supervision of the said Powers, who will decide the wave-length to be used.

During the same period Austria shall not build any more high-power wireless telegraphy stations in her own territory or that of Hungary, Germany, Bulgaria or Turkey.

SECTION III

Air Clauses

ARTICLE 144

The armed forces of Austria must not include any military or naval air forces.

No dirigible shall be kept.

ARTICLE 145

Within two months from the coming into force of the present Treaty, the personnel of the air forces on the rolls of the Austrian land and sea forces shall be demobilised.

ARTICLE 146

Until the complete evacuation of Austrian territory by the Allied and Associated troops the aircraft of the Allied and Associated Powers shall enjoy in Austria freedom of passage through the air, freedom of transit and of landing.

ARTICLE 147

During the six months following the coming into force of the present Treaty, the manufacture, importation and exportation of aircraft, parts of aircraft, engines for aircraft, and parts of engines for aircraft shall be forbidden in all Austrian territory.

ARTICLE 148

On the coming into force of the present Treaty, all military and naval aeronautical material must be delivered by Austria and at her expense to the Principal Allied and Associated Powers.

Delivery must be effected at such places as the Governments of the said Powers may select, and must be completed within three months.

In particular, this material will include all items under the following heads which are or have been in use or were designed for warlike purposes:

Complete aeroplanes and seaplanes, as well as those being manufactured, repaired or assembled.

Dirigibles able to take the air, being manufactured, repaired or assembled.

Plant for the manufacture of hydrogen.

Dirigible sheds and shelters of every kind for aircraft.

Pending their delivery, dirigibles will, at the expense of Austria, be maintained inflated with hydrogen; the plant for the manufacture of hydrogen, as well as the sheds for dirigibles, may, at the discretion of the said Powers, be left to Austria until the time when the dirigibles are handed over.

Engines for aircraft.

Nacelles and fuselages.

Armament (guns, machine guns, light machine guns, bomb-dropping apparatus, torpedo apparatus, synchronisation apparatus, aiming apparatus).

Munitions (cartridges, shells, bombs loaded or unloaded, stocks of explosives or of material for their manufacture).

Instruments for use on aircraft.

Wireless apparatus and photographic or cinematograph apparatus for use on aircraft.

Component parts of any of the items under the preceding heads.

The material referred to above shall not be removed without special permission from the said Governments.

SECTION IV

Inter-Allied Commissions of Control

ARTICLE 149

All the Military, Naval and Air Clauses contained in the present Treaty for the execution of which a time limit is prescribed shall be executed by

Austria under the control of Inter-Allied Commissions specifically appointed for this purpose by the Principal Allied and Associated Powers.

The above-mentioned Commissions will represent the Governments of the Principal Allied and Associated Powers in dealing with the Austrian Government in all matters concerning the execution of the Military, Naval and Air Clauses. They will communicate to the Austrian authorities the decisions which the Principal Allied and Associated Powers have reserved the right to take or which the executive of the said Clauses may necessitate.

ARTICLE 150

The Inter-Allied Commissions of Control may establish their organisations at Vienna and shall be entitled, as often as they think desirable, to proceed to any point whatever in Austrian territory, or to send a sub-commission, or to authorize one or more of their members to go to any such point.

ARTICLE 151

The Austrian Government must furnish to the Inter-Allied Commissions of Control all such information and documents as the latter may deem necessary to ensure the execution of their mission, and all means (both in personnel and in material) which the above-mentioned Commissions may need to ensure the complete execution of the Military, Naval or Air Clauses.

The Austrian Government must attach a qualified representative to each Inter-Allied Commission of Control with the duty of receiving from the latter any communications which it may have to address to the Austrian Government, and furnishing it with, or procuring, all information or documents demanded.

ARTICLE 152

The upkeep and cost of the Commissions of Control and the expense involved by their work shall be borne by Austria.

ARTICLE 153

It will be the special duty of the Military Inter-Allied Commission of Control to receive from the Austrian Government the notifications relating to the location of the stocks and depots of munitions, the armament of the fortified works, fortresses and forts, and the location of the works or factories for the production of arms, munitions and war material and their operations.

It will take delivery of the arms, munitions, war material and plant intended for war construction, will select the points where such delivery is to be effected, and will supervise the works of destruction, and rendering things useless, or of transformation of material, which are to be carried out in accordance with the present Treaty.

ARTICLE 154

It will be the special duty of the Naval Inter-Allied Commission of Control to proceed to the building yards and to supervise the breaking-up of the ships which are under construction there, to take delivery of arms, munitions and naval war material, and to supervise the destruction and breaking-up provided for.

The Austrian Government must furnish to the Naval Inter-Allied Commission of Control all such information and documents as the Commission may deem necessary to ensure the complete execution of the Naval Clauses, in particular the designs of the warships, the composition of their armaments, the details and models of the guns, munitions, torpedoes, mines, explosives, wireless telegraphic apparatus, and in general everything relating to naval war material, as well as all legislative or administrative documents or regulations.

ARTICLE 155

It will be the special duty of the Aeronautical Inter-Allied Commission of Control to make an inventory of the aeronautical material which is actually in the possession of the Austrian Government, to inspect aeroplane, balloon and motor manufactories, and factories producing arms, munitions and explosives capable of being used by aircraft, to visit all aerodromes, sheds, landing grounds, parks and depots which are now in Austrian territory, and to authorise where necessary a removal of material and to take delivery of such material.

The Austrian Government must furnish to the Aeronautical Inter-Allied Commission of Control all such information and legislative, administrative or other documents which the Commission may consider necessary to ensure the complete execution of the Air Clauses, and, in particular, a list of the personnel belonging to all the air services of Austria and of the existing material, as well as of that in process of manufacture or on order, and a list of all establishments working for aviation, of their positions, and of all sheds and landing grounds.

SECTION V

General Clauses

ARTICLE 156

After the expiration of a period of three months from the coming into force of the present Treaty, the Austrian laws must have been modified and shall be maintained by the Austrian Government in conformity with this Part of the present Treaty.

Within the same period all the administrative or other measures relating to the execution of this Part must have been taken by the Austrian Government.

ARTICLE 157

The following portions of the Armistice of November 3, 1918: paragraphs 2 and 3 of Chapter I (Military Clauses), paragraphs 2, 3, 6 of Chapter I of the annexed Protocol (Military Clauses), remain in force so far as they are not inconsistent with the above stipulations.

ARTICLE 158

Austria undertakes, from the coming into force of the present Treaty, not to accredit nor to send to any foreign country any military, naval or air mission, nor to allow any such mission to leave her territory; Austria further agrees to take the necessary measures to prevent Austrian nationals from leaving her territory to enlist in the Army, Navy or Air service of any foreign Power, or to be attached to such Army, Navy or Air service for the purpose of assisting in the military, naval or air training thereof, or generally for the purpose of giving military, naval or air instruction in any foreign country.

The Allied and Associated Powers undertake, so far as they are concerned, that from the coming into force of the present Treaty they will not enrol in nor attach to their armies or naval or air forces any Austrian national for the purpose of assisting in the military training of such armies or naval or air forces, or otherwise employ any such Austrian national as military, naval or aeronautic instructor.

The present provision does not, however, affect the right of France to recruit for the Foreign Legion in accordance with French military laws and regulations.

ARTICLE 159

So long as the present Treaty remains in force, Austria undertakes to submit to any investigation which the Council of the League of Nations, acting if need be by a majority vote, may consider necessary.

PART VI

PRISONERS OF WAR AND GRAVES

SECTION I

Prisoners of War

ARTICLE 160

The repatriation of Austrian prisoners of war and interned civilians shall take place as soon as possible after the coming into force of the present Treaty, and shall be carried out with the greatest rapidity.

ARTICLE 161

The repatriation of Austrian prisoners of war and interned civilians shall, in accordance with Article 160, be carried out by a Commission composed of

representatives of the Allied and Associated Powers on the one part and of the Austrian Government on the other part.

For each of the Allied and Associated Powers a Sub-Commission composed exclusively of representatives of the interested Power and of delegates of the Austrian Government shall regulate the details of carrying into effect the repatriation of prisoners of war.

ARTICLE 162

From the time of their delivery into the hands of the Austrian authorities, the prisoners of war and interned civilians are to be returned without delay to their homes by the said Authorities.

Those among them who, before the war, were habitually resident in territory occupied by the troops of the Allied and Associated Powers are likewise to be sent to their homes, subject to the consent and control of the military authorities of the Allied and Associated armies of occupation.

ARTICLE 163

The whole cost of repatriation from the moment of starting shall be borne by the Austrian Government, who shall also provide means of transport and working personnel as considered necessary by the Commission referred to in Article 161.

ARTICLE 164

Prisoners of war and interned civilians awaiting disposal or undergoing sentence for offences against discipline shall be repatriated irrespective of the completion of their sentence or of the proceedings pending against them.

This stipulation shall not apply to prisoners of war and interned civilians punished for offences committed subsequent to June 1, 1919.

During the period pending their repatriation, all prisoners of war and interned civilians shall remain subject to the existing regulations, more especially as regards work and discipline.

ARTICLE 165

Prisoners of war and interned civilians who are awaiting trial or undergoing sentence for offences other than those against discipline may be detained.

ARTICLE 166

The Austrian Government undertakes to admit to its territory without distinction all persons liable to repatriation.

Prisoners of war or Austrian nationals who do not desire to be repatriated may be excluded from repatriation; but the Allied and Associated Governments reserve to themselves the right either to repatriate them or to take them to a neutral country or to allow them to reside in their own territories.

The Austrian Government undertakes not to institute any exceptional proceedings against these persons or their families, nor to take any repressive or vexatious measures of any kind whatsoever against them on this account.

ARTICLE 167

The Allied and Associated Governments reserve the right to make the repatriation of Austrian prisoners of war or Austrian nationals in their hands conditional upon the immediate notification and release by the Austrian Government of any prisoners of war and other nationals of the Allied and Associated Powers who are still held in Austria against their will.

ARTICLE 168

The Austrian Government undertakes:

(1) to give every facility to Commissions to enquire into the cases of those who cannot be traced; to furnish such Commissions with all necessary means of transport; to allow them access to camps, prisons, hospitals and all other places; and to place at their disposal all documents whether public or private which would facilitate their enquiries;

(2) to impose penalties upon any Austrian officials or private persons who have concealed the presence of any nationals of any of the Allied or Associated Powers, or who have neglected to reveal the presence of any such after it had come to their knowledge.

ARTICLE 169

The Austrian Government undertakes to restore without delay from the date of the coming into force of the present Treaty all articles, money, securities and documents which have belonged to nationals of the Allied and Associated Powers and which have been retained by the Austrian authorities.

ARTICLE 170

The High Contracting Parties waive reciprocally all repayment of sums due for the maintenance of prisoners of war in their respective territories.

SECTION II

Graves

ARTICLE 171

The Allied and Associated Governments and the Austrian Government will cause to be respected and maintained the graves of the soldiers and sailors buried in their respective territories.

They agree to recognise any Commission appointed by the several Governments for the purpose of identifying, registering, caring for or erecting suitable memorials over the said graves, and to facilitate the discharge of its duties.

Furthermore, they agree to afford, so far as the provisions of their laws and the requirements of public health allow, every facility for giving effect to requests that the bodies of their soldiers and sailors may be transferred to their own country.

ARTICLE 172

The graves of prisoners of war and interned civilians who are nationals of the different belligerent States and have died in captivity shall be properly maintained in accordance with Article 171 of this Part of the present Treaty.

The Allied and Associated Powers on the one part and the Austrian Government on the other part reciprocally undertake also to furnish to each other:

(1) a complete list of those who have died, together with all information useful for identification;

(2) all information as to the number and positions of the graves of all those who have been buried without identification.

. . . . .

PART VIII

REPARATION

SECTION I

General Provisions

ARTICLE 177

The Allied and Associated Governments affirm and Austria accepts the responsibility of Austria and her allies for causing the loss and damage to which the Allied and Associated Governments and their nationals have been subjected as a consequence of the war imposed upon them by the aggression of Austria-Hungary and her allies.

ARTICLE 178

The Allied and Associated Governments recognise that the resources of Austria are not adequate, after taking into account the permanent diminutions of such resources which will result from other provisions of the present Treaty, to make complete reparation for such loss and damage.

The Allied and Associated Governments however require, and Austria undertakes, that she will make compensation as hereinafter determined for damage done to the civilian population of the Allied and Associated Powers and to their property during the period of the belligerency of each as an Allied and Associated Power against Austria by the said aggression by land, by sea and from the air, and in general damage as defined in Annex I hereto.

ARTICLE 179

The amount of such damage for which compensation is to be made by Austria shall be determined by an Inter-Allied Commission to be called the *Reparation Commission* and constituted in the form and with the powers set forth hereunder and in Annexes II-V inclusive hereto. The Commission is the same as that provided for under Article 233 of the Treaty with Germany,[5] subject to any modifications resulting from the present Treaty. The Commission shall constitute a Section to consider the special questions raised by the application of the present Treaty; this Section shall have consultative power only, except in cases in which the Commission shall delegate to it such powers as may be deemed convenient.

The Reparation Commission shall consider the claims and give to the Austrian Government a just opportunity to be heard.

The Commission shall concurrently draw up a schedule of payments prescribing the time and manner for securing and discharging by Austria, within thirty years dating from May 1, 1921, that part of the debt which shall have been assigned to her after the Commission has decided whether Germany is in a position to pay the balance of the total amount of claims presented against Germany and her allies and approved by the Commission. If, however, within the period mentioned, Austria fails to discharge her obligations, any balance remaining unpaid may, within the discretion of the Commission, be postponed for settlement in subsequent years or may be handled otherwise in such manner as the Allied and Associated Governments acting in accordance with the procedure laid down in this Part of the present Treaty shall determine.

ARTICLE 180

The Reparation Commission shall, after May 1, 1921, from time to time consider the resources and capacity of Austria, and, after giving her representatives a just opportunity to be heard, shall have discretion to extend the date and to modify the form of payments such as are to be provided for in accordance with Article 179, but not to cancel any part except with the specific authority of the several Governments represented on the Commission.

ARTICLE 181

Austria shall pay in the course of the years 1919, 1920 and the first four months of 1921, in such instalments and in such manner (whether in gold, commodities, ships, securities or otherwise) as the Reparation Commission may lay down, a reasonable sum which shall be determined by the Commission. Out of this sum the expenses of the armies of occupation subsequent to the Armistice of November 3, 1918, shall first be met, and such supplies

[5] For text of treaty of peace with Germany signed at Versailles June 28, 1919, see *ante*, vol. 2, p. 43.

of food and raw materials as may be judged by the Governments of the Principal Allied and Associated Powers essential to enable Austria to meet her obligations for reparation may also, with the approval of the said Governments, be paid for out of the above sum. The balance shall be reckoned towards the liquidation of the amount due for reparation. Austria shall further deposit bonds as prescribed in paragraph 12 (*c*) of Annex II hereto.

ARTICLE 182

Austria further agrees to the direct application of her economic resources to reparation as specified in Annexes III, IV and V relating respectively to merchant shipping, to physical restoration and to raw material; provided always that the value of the property transferred and any services rendered by her under these Annexes, assessed in the manner therein prescribed, shall be credited to her towards the liquidation of her obligations under the above Articles.

ARTICLE 183

The successive instalments, including the above sum, paid over by Austria in satisfaction of the above claims will be divided by the Allied and Associated Governments in proportions which have been determined upon by them in advance on a basis of general equity and the rights of each.

For the purposes of this division the value of the credits referred to in Article 189 and in Annexes III, IV and V shall be reckoned in the same manner as cash payments made in the same year.

ARTICLE 184

In addition to the payments mentioned above, Austria shall effect, in accordance with the procedure laid down by the Reparation Commission, restitution in cash of cash taken away, seized or sequestrated, and also restitution of animals, objects of every nature and securities taken away, seized or sequestrated in the cases in which it proves possible to identify them on territory belonging to, or during the execution of the present Treaty in the possession of, Austria or her allies.

ARTICLE 185

The Austrian Government undertakes to make forthwith the restitution contemplated in Article 184 above and to make the payments and deliveries contemplated in Articles 179, 180, 181 and 182 above.

ARTICLE 186

The Austrian Government recognises the Commission provided for by Article 179 as the same may be constituted by the Allied and Associated Governments in accordance with Annex II, and agrees irrevocably to the

possession and exercise by such Commission of the power and authority given to it under the present Treaty.

The Austrian Government will supply to the Commission all the information which the Commission may require relative to the financial situation and operations and to the property, productive capacity and stocks, and current production of raw materials and manufactured articles of Austria and her nationals, and further any information relative to the military operations of the war of 1914–19 which, in the judgment of the Commission, may be necessary.

The Austrian Government shall accord to the members of the Commission and its authorised agents the same rights and immunities as are enjoyed in Austria by duly accredited diplomatic agents of friendly Powers.

Austria further agrees to provide for the salaries and the expenses of the Commission and of such staff as it may employ.

ARTICLE 187

Austria undertakes to pass, issue and maintain in force any legislation, orders and decrees that may be necessary to give complete effect to these provisions.

ARTICLE 188

The provisions in this Part of the present Treaty shall not affect in any respect the provisions of Sections III and IV of Part X (Economic Clauses) of the present Treaty.

ARTICLE 189

The following shall be reckoned as credits to Austria in respect of her reparation obligations:

(*a*) any final balance in favour of Austria under Sections III and IV of Part X (Economic Clauses) of the present Treaty;

(*b*) amounts due to Austria in respect of transfers provided for in Part IX (Financial Clauses) and in Part XII (Ports, Waterways and Railways);

(*c*) all amounts which, in the judgment of the Reparation Commission, should be credited to Austria on account of any other transfers under the present Treaty of property, rights, concessions or other interests.

In no case, however, shall credit be given for property restored in accordance with Article 184.

ARTICLE 190

The transfer of the Austrian submarine cables, in the absence of any special provision in the present Treaty, is regulated by Annex VI hereto.

ANNEX I

Compensation may be claimed from Austria in accordance with Article 178 above in respect of the total damage under the following categories:

(1) Damage to injured persons and to surviving dependents by personal injury to or death of civilians caused by acts of war, including bombardment or other attacks on land, on sea or from the air, and of the direct consequences thereof and of all operations of war by the two groups of belligerents wherever arising.

(2) Damage caused by Austria or her allies to civilian victims of acts of cruelty, violence or maltreatment (including injuries to life or health as a consequence of imprisonment, deportation, internment or evacuation, of exposure at sea, or of being forced to labour) wherever arising, and to the surviving dependents of such victims.

(3) Damage caused by Austria or her allies in their own territory or in occupied or invaded territory to civilian victims of all acts injurious to health or capacity to work or to honour, as well as to the surviving dependents of such victims.

(4) Damage caused by any kind of maltreatment of prisoners of war.

(5) As damage caused to the peoples of the Allied and Associated Powers, all pensions or compensations in the way of pensions to naval and military victims of war, including members of the air force, whether mutilated, wounded, sick or invalided, and to the dependants of such victims, the amount due to the Allied and Associated Governments being calculated for each of them as being the capitalised cost of such pensions and compensations at the date of the coming into force of the present Treaty on the basis of the scales in force in France on May 1, 1919.

(6) The cost of assistance by the Governments of the Allied and Associated Powers to prisoners of war, to their families and dependants.

(7) Allowances by the Governments of the Allied and Associated Powers to the families and dependants of mobilised persons or persons serving with the forces, the amount due to them for each calendar year in which hostilities occurred being calculated for each Government on the basis of the average scale for such payments in force in France during that year.

(8) Damage caused to civilians by being forced by Austria or her allies to labour without just remuneration.

(9) Damage in respect of all property, wherever situated, belonging to any of the Allied or Associated States or their nationals, with the exception of naval or military works or materials, which has been carried off, seized, injured, or destroyed by the acts of Austria or her allies on land, on sea, or from the air, or damage directly in consequence of hostilities or of any operations of war.

(10) Damage in the form of levies, fines and other similar exactions imposed by Austria or her allies upon the civilian population.

ANNEX II

1.

The Commission referred to in Article 179 shall be called the "Reparation Commission" and is hereafter referred to as "the Commission."

2.

TheDelegates to this Commission shall be appointed by the United States of America, Great Britain, France, Italy, Japan, Belgium, Greece, Poland, Roumania, the Serb-Croat-Slovene State and Czecho-Slovakia. The United States of America, Great Britain, France, Italy, Japan and Belgium shall each appoint a Delegate. The other five Powers shall appoint a Delegate to represent them all under the conditions indicated in the third sub-paragraph of paragraph 3 hereafter. At the time when each Delegate is appointed there shall also be appointed an Assistant Delegate, who will take his place in case of illness or necessary absence, but at other times will only have the right to be present at the proceedings without taking any part therein.

On no occasion shall Delegates of more than five of the above Powers have the right to take part in the proceedings of the Commission and to record their votes. The Delegates of the United States, Great Britain, France and Italy shall have this right on all occasions. The Delegate of Belgium shall have this right on all occasions other than those referred to below. The Delegate of Japan will have this right when questions relating to damage at sea are under consideration. The Delegate representing the five remaining Powers mentioned above shall have this right when questions relating to Austria, Hungary or Bulgaria are under consideration.

Each of the Governments represented on the Commission shall have the right to withdraw after giving twelve months' notice to the Commission and confirming it six months after the date of the original notification.

3.

Such of the Allied and Associated Powers as may be interested shall have the right to name a Delegate to be present and act as assessor only while their respective claims and interests are under examination or discussion, but without the right to vote.

The Section to be established by the Commission under Article 179 shall include representatives of the following Powers: the United States of America, Great Britain, France, Italy, Greece, Poland, Roumania, the Serb-Croat-Slovene State and Czecho-Slovakia. This composition of the Section shall in no way prejudge the admissibility of any claims. In voting, the Representatives of the United States of America, Great Britain, France and Italy shall each have two votes.

The representatives of the five remaining Powers mentioned above shall appoint a Delegate to represent them all, who shall sit on the Reparation Commission in the circumstances described in paragraph 2 of the present Annex. This delegate, who shall be appointed for one year, shall be chosen successively from the nationals of each of the said five Powers.

4.

In the case of death, resignation or recall of any Delegate, Assistant Delegate or Assessor, a successor to him shall be nominated as soon as possible.

5.

The Commission shall have its principal permanent bureau in Paris, and shall hold its first meeting in Paris as soon as practicable after the coming into force of the present Treaty, and thereafter will meet in such place or places and at such time as may be deemed convenient and as may be necessary for the most expeditious discharge of its duties.

6.

At its first meeting the Commission shall elect from among the Delegates referred to above a Chairman and a Vice-Chairman, who shall hold office for a year and shall be eligible for re-election. If a vacancy in the chairmanship or vice-chairmanship should occur during the annual period, the Commission shall proceed to a new election for the remainder of the said period.

7.

The Commission is authorised to appoint all necessary officers, agents and employees who may be required for the execution of its functions, and to fix their remuneration; to constitute Sections or Committees, whose members need not necessarily be members of the Commission, and to take all executive steps necessary for the purpose of discharging its duties; and to delegate authority and discretion to officers, agents, Sections and Committees.

8.

All the proceedings of the Commission shall be private unless on particular occasions the Commission shall otherwise determine for special reasons.

9.

The Commission shall be required, if the Austrian Government so desire, to hear within a period which it will fix from time to time evidence and arguments on the part of Austria on any questions connected with her capacity to pay.

10.

The Commission shall consider the claims and give to the Austrian Government a just opportunity to be heard, but not to take any part whatever in the decisions of the Commission. The Commission shall afford a similar opportunity to the allies of Austria when it shall consider that their interests are in question.

11.

The Commission shall not be bound by any particular code or rules of law or by any particular rule of evidence or of procedure, but shall be guided by justice, equity and good faith. Its decisions must follow the same principles and rules in all cases where they are applicable. It will establish rules relating to methods of proof of claims. It may act on any trustworthy modes of computation.

12.

The Commission shall have all the powers conferred upon it, and shall exercise all the functions assigned to it, by the present Treaty.

The Commission shall, in general, have wide latitude as to its control and handling of the whole reparation problem as dealt with in this Part, and shall have authority to interpret its provisions. Subject to the provisions of the present Treaty, the Commission is constituted by the several Allied and Associated Governments referred to in paragraphs 2 and 3 above as the exclusive agency of the said Governments respectively for receiving, selling, holding and distributing the reparation payments to be made by Austria under this Part of the present Treaty. The Commission must comply with the following conditions and provisions:

(*a*) Whatever part of the full amount of the proved claims is not paid in gold or in ships, securities, commodities or otherwise, Austria shall be required, under such conditions as the Commission may determine, to cover by way of guarantee, by an equivalent issue of bonds, obligations or otherwise, in order to constitute an acknowledgment of the said part of the debt.

(*b*) In periodically estimating Austria's capacity to pay the Commission shall examine the Austrian system of taxation, first, to the end that the sums for reparation which Austria is required to pay shall become a charge upon all her revenues prior to that for the service or discharge of any domestic loan, and, secondly, so as to satisfy itself that in general the Austrian scheme of taxation is fully as heavy proportionately as that of any of the Powers represented on the Commission.

The Reparation Commission shall receive instructions to take account of: (1) the actual economic and financial position of Austrian territory as delimited by the present Treaty, and; (2) the diminution of its resources and of its capacity for payment resulting from the clauses of the present Treaty. As long as the position of Austria is not modified the Commission shall take account of these considerations in fixing the final amount of the obligations to be imposed on Austria, the payments by which these are to be discharged, and any postponement of payment of interest which may be asked for by Austria.

(*c*) The Commission shall, as provided in Article 181, take from Austria, by way of security for an acknowledgment of her debt, gold bearer bonds free of all taxes or charges of every description established or to be established by the Austrian Government or by any authorities subject to it. These bonds will be delivered at any time that may be judged expedient by the Commission, and in three portions, of which the respective amounts will be also fixed by the Commission, the crowns gold being payable in conformity with Article 214, Part IX (Financial Clauses) of the present Treaty:

(1) A first issue in bearer bonds payable not later than May 1, 1921, without interest. There shall be specially applied to the amortisation of these

bonds the payments which Austria is pledged to make in conformity with Article 181, after deduction of the sums used for the reimbursement of the expenses of the armies of occupation and other payments for foodstuffs and raw materials. Such bonds as may not have been redeemed by May 1, 1921, shall then be exchanged for new bonds of the same type as those provided for below (paragraph 12, (c) 2).

(2) A second issue in bearer bonds bearing interest at 2½ per cent. between 1921 and 1926, and thereafter at 5 per cent. with an additional 1 per cent. for amortisation beginning in 1926 on the whole amount of the issue.

(3) An undertaking in writing to issue, when, but not until, the Commission is satisfied that Austria can meet the interest and sinking fund obligations, a further instalment of bearer bonds bearing interest at 5 per cent., the time and mode of payment of principal and interest to be determined by the Commission.

The dates for the payment of interest, the manner of employing the amortisation fund and all other questions relating to the issue, management and regulation of the bond issue shall be determined by the Commission from time to time.

Further issues by way of acknowledgment and security may be required as the Commission subsequently determines from time to time.

In case the Reparation Commission should proceed to fix definitely and no longer provisionally the sum of the common charges to be borne by Austria as a result of the claims of the Allied and Associated Powers, the Commission shall immediately annul all bonds which may have been issued in excess of this sum.

(*d*) In the event of bonds, obligations or other evidence of indebtedness issued by Austria by way of security for or acknowledgment of her reparation debt being disposed of outright, not by way of pledge, to persons other than the several Governments in whose favour Austria's original reparation indebtedness was created, an amount of such reparation indebtedness shall be deemed to be extinguished corresponding to the nominal value of the bonds, etc., so disposed of outright, and the obligation of Austria in respect of such bonds shall be confined to her liabilities to the holders of the bonds, as expressed upon their face.

(*e*) The damage for repairing, reconstructing and rebuilding property situated in the invaded and devastated districts, including re-installation of furniture, machinery and other equipment, will be calculated according to the cost at the date when the work is done.

(*f*) Decisions of the Commission relating to the total or partial cancellation of the capital or interest of any of the verified debt of Austria must be accompanied by a statement of its reasons.

13.

As to voting the Commission will observe the following rules:

When a decision of the Commission is taken, the votes of all the Delegates entitled to vote, or in the absence of any of them, of their assistant Delegates, shall be recorded.

Abstention from voting is to be treated as a vote against the proposal under discussion. Assessors shall have no vote.

On the following questions unanimity is necessary:

(*a*) Questions involving the sovereignty of any of the Allied and Associated Powers, or the cancellation of the whole or any part of the debt or obligations of Austria;

(*b*) Questions of determining the amount and conditions of bonds or other obligations to be issued by the Austrian Government and of fixing the time and manner for selling, negotiating or distributing such bonds;

(*c*) Any postponement, total or partial, beyond the end of 1930, of the payment of instalments falling due between May 1, 1921, and the end of 1926 inclusive;

(*d*) Any postponement, total or partial, of any instalments falling due after 1926 for a period exceeding three years;

(*e*) Questions of applying in any particular case a method of measuring damages different from that which has been previously applied in a similar case;

(*f*) Questions of the interpretation of the provisions of this Part of the present Treaty.

All other questions shall be decided by the vote of the majority.

In the case of any difference of opinion among the Delegates, which cannot be solved by reference to their Governments, upon the question whether a given case is one which requires a unanimous vote for its decision or not, such difference shall be referred to the immediate arbitration of some impartial person to be agreed upon by their Governments, whose award the Allied and Associated Governments agree to accept.

14.

Decisions of the Commission, in accordance with the powers conferred upon it, shall forthwith become binding and may be put into immediate execution without further proceedings.

15.

The Commission shall issue to each of the interested Powers in such form as the Commission shall fix:

(1) a certificate stating that it holds for the account of the said Power bonds of the issues mentioned above, the said certificate on the demand of

the Power concerned being divisible into a number of parts not exceeding five;

(2) from time to time certificates stating the goods delivered by Austria on account of her reparation debt which it holds for the account of the said Power.

Such certificates shall be registered and, upon notice to the Commission, may be transferred by endorsement.

When bonds are issued for sale or negotiation, and when goods are delivered by the Commission, certificates to an equivalent value must be withdrawn.

16.

Interest shall be debited to Austria as from May 1, 1921, in respect of her debt as determined by the Commission, after allowing for sums already covered by cash payments or their equivalent by bonds issued to the Commission, or under Article 189.

The rate of interest shall be 5 per cent. unless the Commission shall determine at some future time that circumstances justify a variation of this rate.

The Commission, in fixing on May 1, 1921, the total amount of the debt of Austria, may take account of interest due on sums arising out of reparation and of material damage as from November 11, 1918, up to May 1, 1921.

17.

In case of default by Austria in the performance of any obligation under this Part of the present Treaty, the Commission will forthwith give notice of such default to each of the interested Powers and may make such recommendations as to the action to be taken in consequence of such default as it may think necessary.

18.

The measures which the Allied and Associated Powers shall have the right to take, in the case of voluntary default by Austria, and which Austria agrees not to regard as acts of war, may include economic and financial prohibitions and reprisals and in general such other measures as the respective Governments may determine to be necessary in the circumstances.

19.

Payments required to be made in gold or its equivalent on account of the proved claims of the Allied and Associated Powers may at any time be accepted by the Commission in the form of chattels, properties, commodities, businesses, rights, concessions within or without Austrian territory, ships, bonds, shares or securities of any kind or currencies of Austria or other States, the value of such substitutes for gold being fixed at a fair and just amount by the Commission itself.

20.

The Commission in fixing or accepting payment in specified properties or rights shall have due regard for any legal or equitable interests of the Allied and Associated Powers or of neutral Powers or of their nationals therein.

21.

No member of the Commission shall be responsible, except to the Government appointing him, for any action or omission as such member. No one of the Allied and Associated Governments assumes any responsibility in respect of any other Government.

22.

Subject to the provisions of the present Treaty this Annex may be amended by the unanimous decision of the Governments represented from time to time upon the Commission.

23.

When all the amounts due from Austria and her allies under the present Treaty or the decisions of the Commission have been discharged, and all sums received, or their equivalents, have been distributed to the Powers interested, the Commission shall be dissolved.

ANNEX III

1.

Austria recognises the right of the Allied and Associated Powers to the replacement ton for ton (gross tonnage) and class for class of all merchant ships and fishing boats lost or damaged owing to the war.

Nevertheless and in spite of the fact that the tonnage of Austrian shipping at present in existence is much less than that lost by the Allied and Associated Powers in consequence of the aggression of Austria and her allies, the right thus recognised will be enforced on the Austrian ships and boats under the following conditions:

The Austrian Government on behalf of themselves, and so as to bind all other persons interested, cede to the Allied and Associated Governments the property in all merchant ships and fishing boats belonging to nationals of the former Austrian Empire.

2.

The Austrian Government will, within two months of the coming into force of the present Treaty, deliver to the Reparation Commission all the ships and boats mentioned in paragraph 1.

3.

The ships and boats in paragraph 1 include all ships and boats which (*a*) fly or may be entitled to fly the Austro-Hungarian merchant flag and are

registered in a port of the former Austrian Empire, or (*b*) are owned by any national, company or corporation of the former Austrian Empire, or by any company or corporation belonging to a country other than an Allied or Associated country and under the control or direction of nationals of the former Austrian Empire, or (*c*) which are now under construction (1) in the former Austrian Empire (2) in other than Allied or Associated countries for the account of any national, company or corporation of the former Austrian Empire.

4.

For the purpose of providing documents of title for the ships and boats to be handed over as above mentioned, the Austrian Government will:

(*a*) deliver to the Reparation Commission in respect of each vessel a bill of sale or other document of title evidencing the transfer to the Commission of the entire property in the vessel, free from all encumbrances, charges and liens of all kinds, as the Commission may require;

(*b*) take all measures that may be indicated by the Reparation Commission for ensuring that the ships themselves shall be placed at its disposal.

5.

Austria undertakes to restore in kind and in normal condition of upkeep to the Allied and Associated Powers within two months of the coming into force of the present Treaty in accordance with procedure to be laid down by the Reparation Commission any boats and other movable appliances belonging to inland navigation which, since July 28, 1914, have by any means whatever come into her possession or into the possession of her nationals and which can be identified.

With a view to make good the loss in inland navigation tonnage from whatever cause arising which has been incurred during the war by the Allied and Associated Powers, and which cannot be made good by means of the restitution prescribed above, Austria agrees to cede to the Reparation Commission a portion of the Austrian river fleet up to the amount of the loss mentioned above, provided that such cession shall not exceed 20 per cent. of the river fleet as it existed on November 3, 1918.

The conditions of this cession shall be settled by the arbitrators referred to in Article 300, Part XII (Ports, Waterways and Railways) of the present Treaty, who are charged with the settlement of difficulties relating to the apportionment of river tonnage resulting from the new international régime applicable to certain river systems or from the territorial changes affecting those systems.

6.

Austria agrees to take any measures that may be indicated to her by the Reparation Commission for obtaining a full title to the property in all ships

which have, during the war, been transferred or are in process of transfer to neutral flags without the consent of the Allied and Associated Governments.

7.

Austria waives all claims of any description against the Allied and Associated Governments and their nationals in respect of the detention, employment, loss or damage of any Austrian ships or boats.

8.

Austria renounces all claims to vessels or cargoes sunk by or in consequence of naval action and subsequently salved in which any of the Allied or Associated Governments or their nationals may have any interest either as owners, charterers, insurers, or otherwise, notwithstanding any decree of condemnation which may have been made by a Prize Court of the former Austro-Hungarian Monarchy or of its allies.

ANNEX IV

1.

The Allied and Associated Powers require and Austria undertakes that in part satisfaction of her obligations expressed in this Part she will, as hereinafter provided, devote her economic resources directly to the physical restoration of the invaded areas of the Allied and Associated Powers to the extent that these Powers may determine.

2.

The Allied and Associated Governments may file with the Reparation Commission lists showing:

(*a*) animals, machinery, equipment, tools and like articles of a commercial character which have been seized, consumed or destroyed by Austria, or destroyed in direct consequence of military operations, and which such Governments, for the purpose of meeting immediate and urgent needs, desire to have replaced by animals and articles of the same nature which are in being in Austrian territory at the date of the coming into force of the present Treaty;

(*b*) reconstruction materials (stones, bricks, refractory bricks, tiles, wood, window glass, steel, lime, cement, etc.), machinery, heating apparatus, furniture and like articles of a commercial character, which the said Governments desire to have produced and manufactured in Austria and delivered to them to permit of the restoration of the invaded areas.

3.

The lists relating to the articles mentioned in 2 (*a*) above shall be filed within sixty days after the date of coming into force of the present Treaty.

The lists relating to the articles in 2 (*b*) above shall be filed on or before December 31, 1919.

The lists shall contain all such details as are customary in commercial contracts dealing with the subject-matter, including specifications, dates of delivery (but not extending over more than four years) and places of delivery, but not prices or value, which shall be fixed as hereinafter provided by the Commission.

4.

Immediately upon the filing of such lists with the Commission, the Commission shall consider the amount and number of the materials and animals mentioned in the lists provided for above which are to be required of Austria. In reaching a decision on this matter the Commission shall take into account such domestic requirements of Austria as it deems essential for the maintenance of Austrian social and economic life, the prices and dates at which similar articles can be obtained in the Allied and Associated countries as compared with those to be fixed for Austrian articles, and the general interest of the Allied and Associated Governments that the industrial life of Austria be not so disorganised as to affect adversely the ability of Austria to perform the other acts of reparation stipulated for.

Machinery, equipment, tools and like articles of a commercial character in actual industrial use are not, however, to be demanded of Austria unless there is no free stock of such articles respectively which is not in use and is available, and then not in excess of 30 per cent. of the quantity of such articles in use in any one establishment or undertaking.

The Commission shall give representatives of the Austrian Government an opportunity and a time to be heard as to their capacity to furnish the said materials, articles and animals.

The decision of the Commission shall thereupon and at the earliest possible moment be communicated to the Austrian Government and to the several interested Allied and Associated Governments.

The Austrian Government undertakes to deliver the materials, articles and animals as specified in the said communication, and the interested Allied and Associated Governments severally agree to accept the same, provided they conform to the specification given or are not, in the judgment of the Commission, unfit to be utilised in the work of reparation.

5.

The Commission shall determine the value to be attached to the materials, articles and animals to be delivered in accordance with the foregoing, and the Allied or Associated Power receiving the same agrees to be charged with such value, and the amount thereof shall be treated as a payment by Austria to be divided in accordance with Article 183 of the present Treaty.

In cases where the right to require physical restoration as above provided

is exercised, the Commission shall ensure that the amount to be credited against the reparation obligations of Austria shall be fair value for work done or material supplied by Austria, and that the claim made by the interested Power in respect of the damage so repaired by physical restoration shall be discharged to the extent of the proportion which the damage thus repaired bears to the whole of the damage thus claimed for.

6.

As an immediate advance on account of the animals referred to in paragraph 2 above, Austria undertakes to deliver in equal monthly instalments in the three months following the coming into force of the present Treaty the following quantities of live stock:

(1) TO THE ITALIAN GOVERNMENT

4,000 milch cows of from 3 to 5 years;
1,000 heifers;
50 bulls from 18 months to 3 years;
1,000 calves;
1,000 working bullocks;
2,000 sows.

(2) TO THE SERB-CROAT-SLOVENE GOVERNMENT

1,000 milch cows of from 3 to 5 years;
300 heifers;
25 bulls from 18 months to 3 years;
1,000 calves;
500 working bullocks;
1,000 draught horses;
1,000 sheep.

(3) TO THE ROUMANIAN GOVERNMENT

1,000 milch cows of from 3 to 5 years;
500 heifers;
25 bulls from 18 months to 3 years;
1,000 calves;
500 working bullocks;
1,000 draught horses;
1,000 sheep.

The animals delivered shall be of average health and condition.

If the animals so delivered cannot be identified as animals taken away or seized, the value of such animals shall be credited against the reparation obligations of Austria in accordance with paragraph 5 of this Annex.

7.

As an immediate advance on account of the articles referred to in paragraph 2 above, Austria undertakes to deliver during the six months following the coming into force of the present Treaty in equal monthly instalments such supplies of furniture in hard and soft wood intended for sale in Austria as the Allied and Associated Powers shall ask for month by month through the Reparation Commission and which the Commission shall consider on the one hand justified by the seizures and destruction carried out in the course of the war on the territory of the said Powers and on the other hand proportionate to

the supplies at the disposal of Austria. The price of the articles so supplied shall be carried to the credit of Austria under the conditions provided for in paragraph 5 of this Annex.

ANNEX V

1.

Austria shall give, as partial reparation, to the Allied and Associated Governments severally an option during the five years following the coming into force of the present Treaty for the annual delivery of the raw materials hereinafter enumerated: the amounts delivered to bear the same relation to their annual importations of these materials before the war from Austria-Hungary as the resources of Austria as now delimited by the present Treaty bear to the resources before the war of the former Austro-Hungarian Monarchy.

Timber and timber manufactures;

Iron and iron alloys;

Magnesite.

2.

The price paid for the products referred to in the preceding paragraph shall be the same as the price paid by Austrian nationals under the same conditions of shipment to the Austrian frontier and shall be subject to any advantages which may be accorded similar products furnished to Austrian nationals.

3.

The foregoing options shall be exercised through the intervention of the Reparation Commission, which subject to the specific provisions hereof shall have power to determine all questions relative to procedure and qualities and quantities of products and the times and modes of delivery and payment. In giving notice to the Austrian Government of the foregoing options, the Commission shall give at least 120 days' notice of deliveries to be made after January 1, 1920, and at least 30 days' notice of deliveries to be made between the coming into force of the present Treaty and January 1, 1920. If the Commission shall determine that the full exercise of the foregoing options would interfere unduly with the industrial requirements of Austria, the Commission is authorised to postpone or to cancel deliveries and in so doing to settle all questions of priority.

ANNEX VI

Austria renounces on her own behalf and on behalf of her nationals in favour of Italy all rights, titles or privileges of whatever nature in any submarine cables or portions of cables connecting Italian territory, including the territories which are assigned to Italy under the present Treaty.

Austria also renounces on her own behalf and on behalf of her nationals in favour of the Principal Allied and Associated Powers all rights, titles and privileges of whatever nature in the submarine cables, or portions thereof,

connecting the territories ceded by Austria under the terms of the present Treaty to the various Allied and Associated Powers.

The States concerned shall provide for the upkeep of the installations and the proper working of the said cables.

As regards the cable from Trieste to Corfu, the Italian Government shall enjoy in its relations with the company owning this cable the same position as that held by the Austro-Hungarian Government.

The value of the cables or portions of cables referred to in the two first paragraphs of the present Annex, calculated on the basis of the original cost, less a suitable allowance for depreciation, shall be credited to Austria in the reparation account.

SECTION II

Special Provisions

ARTICLE 191

In carrying out the provisions of Article 184 Austria undertakes to surrender to each of the Allied and Associated Powers respectively all records, documents, objects of antiquity and of art, and all scientific and bibliographical material taken away from the invaded territories, whether they belong to the State or to provincial, communal, charitable or ecclesiastical administrations or other public or private institutions.

ARTICLE 192

Austria shall in the same manner restore objects of the same nature as those referred to in the preceding Article which may have been taken away since June 1, 1914, from the ceded territories, with the exception of objects bought from private owners.

The Reparation Commission will apply to these objects the provisions of Article 208, Part IX (Financial Clauses), of the present Treaty, if these are appropriate.

ARTICLE 193

Austria will give up to each of the Allied and Associated Governments respectively all the records, documents and historical material possessed by public institutions which may have a direct bearing on the history of the ceded territories and which have been removed during the last ten years. This last-mentioned period, as far as concerns Italy, shall be extended to the date of the proclamation of the Kingdom (1861).

The new States arising out of the former Austro-Hungarian Monarchy and the States which receive part of the territory of that Monarchy undertake on their part to hand over to Austria the records, documents and material dating from a period not exceeding twenty years which have a direct bearing on the history or administration of the territory of Austria and which may be found in the territories transferred.

219-919 70 18

ARTICLE 194

Austria acknowledges that she remains bound, as regards Italy, to execute the obligations referred to in Article 15 of the Treaty of Zurich of November 10, 1859, in Article 18 of the Treaty of Vienna of October 3, 1866, and in the Convention of Florence of July 14, 1868, concluded between Italy and Austria-Hungary, in so far as the Articles referred to have not in fact been executed in their entirety, and in so far as the documents and objects in question are situated in the territory of Austria or her allies.

ARTICLE 195

Within a period of twelve months from the coming into force of the present Treaty a Committee of three jurists appointed by the Reparation Commission shall examine the conditions under which the objects or manuscripts in possession of Austria, enumerated in Annex I hereto, were carried off by the House of Hapsburg and by the other Houses which have reigned in Italy. If it is found that the said objects or manuscripts were carried off in violation of the rights of the Italian provinces the Reparation Commission, on the report of the Committee referred to, shall order their restitution. Italy and Austria agree to accept the decisions of the Commission.

Belgium, Poland and Czecho-Slovakia may also submit claims for restitution, to be examined by the same Committee of three jurists, relating to the objects and documents enumerated in Annexes II, III and IV hereto. Belgium, Poland, Czecho-Slovakia and Austria undertake to accept the decisions taken by the Reparation Commission as the result of the report of the said Committee.

ARTICLE 196

With regard to all objects of artistic, archaeological, scientific or historic character forming part of collections which formerly belonged to the Government or the Crown of the Austro-Hungarian Monarchy and are not otherwise provided for in the present Treaty, Austria undertakes:

(*a*) to negotiate, when required, with the States concerned for an amicable arrangement whereby any portion thereof or any objects belonging thereto which ought to form part of the intellectual patrimony of the ceded districts may be returned to their districts of origin on terms of reciprocity, and

(*b*) for twenty years, unless a special arrangement is previously arrived at, not to alienate or disperse any of the said collections or to dispose of any of the above objects but at all times to ensure their safety and good condition and to make them available, together with inventories, catalogues and administrative documents relating to the said collections, at all reasonable times to students who are nationals of any of the Allied and Associated Powers.

ANNEX I

Tuscany

The Crown jewels (such part as remains after their dispersion); the private jewels of the Princess Electress of Medici; the medals which form part of the Medici heirlooms and other precious objects—all being domanial property according to contractual agreements and testamentary dispositions—removed to Vienna during the eighteenth century.

Furniture and silver plate belonging to the House of Medici and the "jewel of Aspasios" in payment of debts owed by the House of Austria to the Crown of Tuscany.

The ancient instruments of astronomy and physics belonging to the Academy of Cimento removed by the House of Lorraine and sent as a present to the cousins of the Imperial House of Vienna.

Modena

A "Virgin" by Andre del Sarto and four drawings by Correggio belonging to the Pinacothek of Modena and removed in 1859 by Duke Francis V.

The three following MSS. belonging to the Library of Modena: *Biblia Vulgata* (Cod. Lat. 422/23), *Breviarium Romanum* (Cod. Lat. 424) and *Officium Beatæ Virginis* (Cod. Lat. 262), carried off by Duke Francis V in 1859.

The bronzes carried off under the same circumstances in 1859.

Certain objects (among others two pictures by Salvator Rosa and a portrait by Dosso Dossi) claimed by the Duke of Modena in 1868 as a condition of the execution of the Convention of June 20, 1868, and other objects given up in 1872 in the same circumstances.

Palermo

Objects made in Palermo in the twelfth century for the Norman Kings and employed in the coronation of the Emperors, which were carried off from Palermo and are now in Vienna.

Naples

Ninety-eight MSS. carried off from the Library of S. Giovanni a Carbonara and other libraries at Naples in 1718 under the orders of Austria and sent to Vienna.

Various documents carried off at different times from the State Archives of Milan, Mantua, Venice, Modena and Florence.

ANNEX II

I. The Triptych of S. Ildephonse, by Rubens, from the Abbey of Saint-Jacques sur Cowdenberg at Brussels, bought in 1777 and removed to Vienna.

II. Objects and documents removed for safety from Belgium to Austria in 1794:

(*a*) Arms, armour and other objects from the old Arsenal of Brussels.

(*b*) The Treasure of the "Toison d'or" preserved in previous times in the "Chapelle de la Cour" at Brussels.

(*c*) Coinage, stamps, medals, and counters by Theodore van Berckel which were an essential feature in the archives of the "Chambre des Comptes" at Brussels.

(*d*) The original manuscript copies of the "carte chorographique" of the Austrian Low Countries drawn up by Lieut.-General Comte Jas de Ferraris between 1770 and 1777, and the documents relating thereto.

ANNEX III

Object removed from the territory forming part of Poland subsequent to the first partition in 1772:

The gold cup of King Ladislas IV, No. 1, 114 of the Court Museum at Vienna.

ANNEX IV

(1) Documents, historical memoirs, manuscripts, maps, etc., claimed by the present State of Czecho-Slovakia, which Thaulow von Rosenthal removed by order of Maria Theresa.

(2) The documents originally belonging to the Royal Aulic Chancellory of Bohemia and the Aulic Chamber of Accounts of Bohemia, and the works of art which formed part of the installation of the Royal Chateau of Prague and other royal castles in Bohemia, which were removed by the Emperors Mathias, Ferdinand II, Charles VI (about 1718, 1723 and 1737) and Francis Joseph I; all of which are now in the archives, Imperial castles, museums and other central public institutions at Vienna.

PART IX

FINANCIAL CLAUSES

Article 197

Subject to such exceptions as the Reparation Commission may make, the first charge upon all the assets and revenues of Austria shall be the cost of reparation and all other costs arising under the present Treaty or any treaties or agreements supplementary thereto, or under arrangements concluded between Austria and the Allied and Associated Powers during the Armistice signed on November 3, 1918.

Up to May 1, 1921, the Austrian Government shall not export or dispose of, and shall forbid the export or disposal of, gold without the previous approval of the Allied and Associated Powers acting through the Reparation Commission.

ARTICLE 198

There shall be paid by the Government of Austria the total cost of all armies of the Allied and Associated Governments occupying territory within the boundaries of Austria as defined by the present Treaty from the date of the signature of the Armistice of November 3, 1918, including the keep of men and beasts, lodging and billeting, pay and allowances, salaries and wages, bedding, heating, lighting, clothing, equipment, harness and saddlery, armament and rolling-stock, air services, treatment of sick and wounded, veterinary and remount services, transport services of all sorts (such as by rail, sea, or river, motor-lorries), communications and correspondence, and, in general, the cost of all administrative or technical services the working of which is necessary for the training of troops and for keeping their numbers up to strength and preserving their military efficiency.

The cost of such liabilities under the above heads, so far as they relate to purchases or requisitions by the Allied and Associated Governments in the occupied territory, shall be paid by the Austrian Government to the Allied and Associated Governments in crowns or any legal currency of Austria which may be substituted for crowns at the current or agreed rate of exchange.

All other of the above costs shall be paid in the currency of the country to which the payment is due.

ARTICLE 199

Austria confirms the surrender of all material handed over or to be handed over to the Allied and Associated Powers in accordance with the Armistice of November 3, 1918, and subsequent Armistice Agreements, and recognises the title of the Allied and Associated Powers to such material.

There shall be credited to Austria, against the sums due from her to the Allied and Associated Powers for reparation, the value, as assessed by the Reparation Commission, of such of the above material for which, as having non-military value, credit should, in the judgment of the Reparation Commission, be allowed to Austria.

Property belonging to the Allied and Associated Governments or their nationals restored or surrendered under the Armistice Agreements in specie shall not be credited to Austria.

ARTICLE 200

The priority of the charges established by Article 197 shall, subject to the qualifications made in the last paragraph of this Article, be as follows:

(*a*) the cost of the armies of occupation, as defined under Article 198, during the Armistice;

(*b*) the cost of any armies of occupation, as defined under Article 198, after the coming into force of the present Treaty;

(*c*) the cost of reparation arising out of the present Treaty or any treaties or conventions supplementary thereto;

(*d*) the cost of all other obligations incumbent on Austria under the Armistice Conventions or under this Treaty or any treaties or conventions supplementary thereto.

The payment for such supplies of food and raw material for Austria and such other payments as may be judged by the Principal Allied and Associated Powers to be essential to enable Austria to meet her obligations in respect of reparation shall have priority to the extent and upon the conditions which have been or may be determined by the Government of the said Powers.

ARTICLE 201

The right of each of the Allied and Associated Powers to dispose of enemy assets and property within its jurisdiction at the date of the coming into force of the present Treaty is not affected by the foregoing provisions.

ARTICLE 202

Nothing in the foregoing provisions shall prejudice in any manner charges or mortgages lawfully effected in favour of the Allied and Associated Powers or their nationals respectively before the date at which a state of war existed between Austria-Hungary and the Allied or Associated Powers concerned by the former Austrian Government or by nationals of the former Austrian Empire on assets in their ownership at that date, except in so far as variations of such charges or mortgages are specifically provided for under the terms of the present Treaty or any treaties or agreements supplementary thereto.

ARTICLE 203

1. Each of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each of the States arising from the dismemberment of that Monarchy, including Austria, shall assume responsibility for a portion of the debt of the former Austrian Government which is specifically secured on railways, salt mines or other property, and which was in existence on July 28, 1914. The portion to be so assumed by each State shall be such portion as in the opinion of the Reparation Commission represents the secured debt in respect of the railways, salt mines and other properties transferred to that State under the terms of the present Treaty or any treaties or agreements supplementary thereto.

The amount of the liability in respect of secured debt so assumed by each State, other than Austria, shall be valued by the Reparation Commission, on such basis as the Commission may consider equitable, and the value so ascertained shall be deducted from the amount payable by the State in question to Austria in respect of property of the former or existing Austrian Government

which the State acquires with the territory. Each State shall be solely responsible in respect of that portion of the secured debt for which it assumes responsibility under the terms of this Article, and holders of the debt for which responsibility is assumed by States other than Austria shall have no recourse against the Government of any other State.

Any property which was specifically pledged to secure any debt referred to in this Article shall remain specifically pledged to secure the new debt. But in case the property so pledged is situated as the result of the present Treaty in more than one State, that portion of the property which is situated in a particular State shall constitute the security only for that part of the debt which is apportioned to that State, and not for any other part of the debt.

For the purposes of the present Article there shall be regarded as secured debt payments due by the former Austrian Government in connection with the purchase of railways or similar property; the distribution of the liability for such payments will be determined by the Reparation Commission in the same manner as in the case of secured debt.

Debts for which the responsibility is transferred under the terms of this Article shall be expressed in terms of the currency of the State assuming the responsibility, if the original debt was expressed in terms of Austro-Hungarian paper currency. For the purposes of this conversion the currency of the assuming State shall be valued in terms of Austro-Hungarian paper kronen at the rate at which those kronen were exchanged into the currency of the assuming State by that State when it first substituted its own currency for Austro-Hungarian kronen. The basis of this conversion of the currency unit in which the bonds are expressed shall be subject to the approval of the Reparation Commission, which shall, if it thinks fit, require the State effecting the conversion to modify the terms thereof. Such modification shall only be required if, in the opinion of the Commission, the foreign exchange value of the currency unit or units substituted for the currency unit in which the old bonds are expressed is substantially less at the date of the conversion than the foreign exchange value of the original currency unit.

If the original Austrian debt was expressed in terms of a foreign currency or foreign currencies, the new debt shall be expressed in terms of the same currency or currencies.

If the original Austrian debt was expressed in terms of Austro-Hungarian gold coin, the new debt shall be expressed in terms of equivalent amounts of pounds sterling and gold dollars of the United States of America, the equivalents being calculated on the basis of the weight and the fineness of gold of the three coins as enacted by law on January 1, 1914.

Any foreign exchange options, whether at fixed rates or otherwise, embodied explicitly or implicitly in the old bonds shall be embodied in the new bonds also.

2. Each of the States to which territory of the former Austro-Hungarian

Monarchy is transferred, and each of the States arising from the dismemberment of that Monarchy, including Austria, shall assume responsibility for a portion of the unsecured bonded debt of the former Austrian Government which was in existence on July 28, 1914, calculated on the basis of the ratio between the average for the three financial years 1911, 1912, 1913, of such revenues of the distributed territory and the average for the same years of such revenues of the whole of the former Austrian territories as in the judgment of the Reparation Commission are best calculated to represent the financial capacity of the respective territories. In making the above calculation, the revenues of Bosnia and Herzegovina shall not be included.

The responsibilities in respect of bonded debt to be assumed under the terms of this Article shall be discharged in the manner laid down in the Annex hereto.

The Austrian Government shall be solely responsible for all the liabilities of the former Austrian Government incurred prior to July 28, 1914, other than those evidenced by the bonds, bills, securities and currency notes which are specifically provided for under the terms of the present Treaty.

Neither the provisions of this Article nor the provisions of the Annex hereto shall apply to securities of the former Austrian Government deposited with the Austro-Hungarian Bank as security for the currency notes issued by that bank.

ANNEX

The amount of the former unsecured Austrian Government bonded debt, the responsibility for which is to be distributed under the provisions of Article 203, shall be the amount of that debt as it stood on July 28, 1914, after deducting that portion which represents the liability of the former Hungarian Government for that debt as provided by the additional Convention relating to the contribution of the countries of the Sacred Hungarian Crown to the charges of the general debt of Austria-Hungary approved by the Austro-Hungarian Law of December 30, 1907, B.L.I. No. 278.

Each State assuming responsibility for the old unsecured Austrian Government debt shall, within three months of the coming into force of the present Treaty, if it has not already done so, stamp with the stamp of its own Government all the bonds of that debt existing in its own territory. The distinguishing numbers of the bonds so stamped shall be recorded and shall be furnished, together with the other records of the stamping, to the Reparation Commission.

Holders of bonds within the territory of a State which is required to stamp old Austrian bonds under the terms of this Annex shall, from the date of the coming into force of the present Treaty, be creditors in respect of these bonds of that State only, and they shall have no recourse against the Government of any other State.

Each State which, under the terms of Article 203, is required to assume responsibility for a portion of the old unsecured Austrian Government debt, and which has ascertained by means of stamping the old Austrian bonds that the bonds of any particular issue of such old Austrian Bonds held within its territory were smaller in amount than the amount of that issue for which, in accordance with the assessment of the Reparation Commission, it is held responsible, shall deliver to the Reparation Commission new bonds equal in amount to the difference between the amount of the issue for which it is responsible and the amount of the same issue recorded as held within its own territory. Such new bonds shall be of such denominations as the Reparation Commission may require. They shall carry the same rights as regards interest and amortisation as the old bonds for which they are substituted, and in all other respects the conditions of the new bonds shall be fixed subject to the approval of the Reparation Commission.

If the original bond was expressed in terms of Austro-Hungarian paper currency, the new bond by which it is replaced shall be expressed in terms of the currency of the State issuing the new bond, and for the purpose of this currency conversion, the currency of the new State shall be valued in terms of Austro-Hungarian paper kronen at the rate at which those kronen were exchanged for the currency of the new State by that State when it first substituted its own currency for Austro-Hungarian paper kronen. The basis of this conversion of the currency unit in which the bonds are expressed shall be subject to the approval of the Reparation Commission, which shall, if it thinks fit, require the State effecting the conversion to modify the terms thereof. Such modification shall only be required if, in the opinion of the Commission, the foreign exchange value of the currency unit or units substituted for the currency unit in which the old bonds are expressed is substantially less at the date of the conversion than the foreign exchange value of the original currency unit.

If the original bond was expressed in terms of a foreign currency or foreign currencies, the new bond shall be expressed in terms of the same currency or currencies. If the original bond was expressed in terms of Austro-Hungarian gold coin, the new bond shall be expressed in terms of equivalent amounts of pounds sterling and gold dollars of the United States of America, the equivalents being calculated on the basis of the weight and fineness of gold of the three coins as enacted by law on January 1, 1914.

Any foreign exchange options, whether at fixed rates or otherwise, embodied explicitly or implicitly in the old bonds shall be embodied in the new bonds also.

Each State which under the terms of Article 203 is required to assume responsibility for a portion of the old unsecured Austrian Government Debt, which has ascertained by means of stamping the old Austrian bonds that the bonds of any particular issue of such old Austrian bonds held within its ter-

ritory were larger in amount than the amount of that issue for which it is held responsible in accordance with the assessment of the Reparation Commission, shall receive from the Reparation Commission its due proportionate share of each of the new issues of bonds issued in accordance with the provisions of this Annex.

Holders of unsecured bonds of the old Austrian Government Debt held outside the boundaries of the States to which territory of the former Austro-Hungarian Monarchy is transferred, or of States arising from the dismemberment of that Monarchy, including Austria, shall deliver through the agency of their respective Governments to the Reparation Commission the bonds which they hold, and in exchange therefore, the Reparation Commission shall deliver to them certificates entitling them to their due proportionate share of each of the new issues of bonds corresponding to and issued in exchange for their surrendered bonds under the provisions of this Annex.

The share of each State or private holder entitled to a share in any new issue of bonds issued in accordance with the provisions of this Annex shall bear such proportion to the total amount of bonds of that new issue as the holding of the State or private owner in question of the old issue of bonds bears to the total amount of the old issue presented to the Reparation Commission for exchange into new bonds in accordance with the provisions of this Annex. Each such participating State or private holder will also be entitled to its or his due proportionate share of the new bonds issued under the terms of the Treaty with Hungary in exchange for that portion of the former Austrian Government debt for which Hungary accepted liability under the additional Convention of 1907.

The Reparation Commission shall, if it think fit, arrange with the holders of the new bonds provided for by this Annex a consolidation loan of each debtor State, the bonds of which loan shall be substituted for the various different issues of new bonds on such terms as may be agreed upon by the Commission and the bondholders.

The State assuming liability for any bond of the former Austrian Government shall assume any liability attaching to the bond in respect of unpaid coupons or sinking fund instalments accrued since the date of the coming into force of the present treaty.

Article 204

1. In case the new boundaries of any States, as laid down by the present Treaty, shall divide any local area which was a single unit for borrowing purposes and which had a legally constituted public debt, such debt shall be divided between the new divisions of the area in a proportion to be determined by the Reparation Commission in accordance with the principles laid down for the re-apportionment of Government debts under Article 203, and the responsibility so assumed shall be discharged in such a manner as the Reparation Commission shall determine.

2. The public debt of Bosnia and Herzegovina shall be regarded as the debt of a local area and not as part of the public debt of the former Austro-Hungarian Monarchy.

ARTICLE 205

Within two months of the coming into force of the present Treaty, each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred and each one of the States arising from the dismemberment of that Monarchy, including Austria, shall, if it has not already done so, stamp with the stamp of its own Government the securities of various kinds which are separately provided for, representing the bonded war debt of the former Austrian Government as legally constituted prior to October 27, 1918, and existing in their respective territories.

The securities thus stamped shall be withdrawn and replaced by certificates, their distinguishing numbers shall be recorded, and any securities withdrawn, together with the documents recording the transaction, shall be sent to the Reparation Commission.

The stamping and replacement of a security by a certificate under the provisions of this Article shall not imply that the State so stamping and replacing a security thereby assumes or recognizes any obligation in respect of it, unless the State in question desires that the stamping and replacement should have this implication.

The aforementioned States, with the exception of Austria, shall be free from any obligation in respect of the war debt of the former Austrian Government, wherever that debt may be held, but neither the Governments of those States nor their nationals shall have recourse under any circumstances whatever against any other States including Austria in respect of the war debt bonds of which they or their nationals are the beneficial owners.

The war debt of the former Austrian Government which was prior to the signature of the present Treaty in the beneficial ownership of nationals or Governments of States other than those to which territory of the former Austro-Hungarian Monarchy is assigned shall be a charge upon the Government of Austria only, and no one of the other States aforementioned shall be held responsible for any part thereof.

The provisions of this Article shall not apply to the securities of the former Austrian Government deposited by that Government with the Austro-Hungarian Bank as security for the currency notes of the said bank.

The existing Austrian Government shall be solely responsible for all the liabilities of the former Austrian Government incurred during the war, other than those evidenced by the bonds, bills, securities and currency notes which are specifically provided for under the terms of the present Treaty.

ARTICLE 206

1. Within two months of the coming into force of the present Treaty, each one of the States to which territory of the former Austro-Hungarian Mon-

archy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Austria and the present Hungary, shall, if it has not already done so, stamp with the stamp of its own Government the currency notes of the Austro-Hungarian Bank existing in its territory.

2. Within twelve months of the coming into force of the present Treaty, each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Austria and the present Hungary, shall replace, as it may think fit, the stamped notes referred to above by its own or a new currency.

3. The Governments of such States as have already converted the currency notes of the Austro-Hungarian Bank by stamping or by the issue of their own or a new currency, and in carrying out this operation have withdrawn, without stamping them, a portion or all of the currency notes circulating in their territory, shall either stamp the notes so withdrawn or hold them at the disposal of the Reparation Commission.

4. Within fourteen months of the coming into force of the present Treaty, those Governments which have replaced notes of the bank by their own or new currency, in accordance with the provisions of this Article, shall transfer to the Reparation Commission all the notes, stamped or unstamped, of the bank which have been withdrawn in the course of this replacement.

5. All notes transferred to the Reparation Commission under the provisions of this Article shall be dealt with by that Commission in accordance with the provisions of the Annex hereto.

6. The Austro-Hungarian Bank shall be liquidated as from the day succeeding the day of the signature of this Treaty.

7. The liquidation shall be conducted by receivers specially appointed for that purpose by the Reparation Commission. In conducting the liquidation of the bank, the receivers shall follow the rules laid down in the Statutes or other valid instruments regulating the constitution of the bank, subject however to the special provisions of this Article. In the case of any doubt arising as to the interpretation of the rules concerning the liquidation of the bank, whether laid down in these Articles and Annexes or in the Statutes of the bank, the decision of the Reparation Commission or any arbitrator appointed by it for that purpose shall be final.

8. The currency notes issued by the bank subsequent to October 27, 1918, shall have a claim on the securities issued by the Austrian and Hungarian Governments, both former and existing, and deposited with the bank by those Governments as security for these notes, but they shall not have a claim on any other assets of the bank.

9. The currency notes issued by the bank on or prior to October 27, 1918, in so far as they are entitled to rank at all in conformity with this article, shall all rank equally as claims against all the assets of the bank, other than the

Austrian and Hungarian Government securities deposited as security for the various note issues.

10. The securities deposited by the Austrian and Hungarian Governments, both former and existing, with the bank as security for the currency notes issued on or prior to October 27, 1918, shall be cancelled in so far as they represent the notes converted in the territory of the former Austro-Hungarian Monarchy as it existed on July 28, 1914, by States to which territory of that Monarchy is transferred or by States arising from the dismemberment of that Monarchy, including Austria and the present Hungary.

11. The remainder of the securities deposited by the Austrian and Hungarian Governments, both former and existing, with the bank as security for the currency notes issued on or prior to October 27, 1918, shall be retained in force as security for, and in so far as they represent, the notes issued on or prior to October 27, 1918, which on June 15, 1919, were outside the limits of the former Austro-Hungarian Monarchy as it existed on July 28, 1914, that is to say, firstly, all notes of this description which are presented to the Reparation Commission in accordance with paragraph 4 of this Article, and secondly all notes of this description which may be held elsewhere and are presented to the receivers of the bank in accordance with the Annex hereto.

12. No claims on account of any other currency notes issued on or prior to October 27, 1918, shall rank either against the general assets of the bank or against the securities deposited by the Austrian and Hungarian Governments, both former and existing, as security for the notes, and any balance of such securities remaining after the amount of securities mentioned in paragraphs 10 and 11 has been calculated and deducted shall be cancelled.

13. All securities deposited by the Austrian and Hungarian Governments, both former and existing, with the bank as security for currency note issues and which are maintained in force shall be the obligations respectively of the Governments of Austria and the present Hungary only and not of any other States.

14. The holders of currency notes of the Austro-Hungarian Bank shall have no recourse against the Governments of Austria or the present Hungary or any other Government in respect of any loss which they may suffer as the result of the liquidation of the bank.

ANNEX

1.

The respective Governments, when transmitting to the Reparation Commission all the currency notes of the Austro-Hungarian Bank withdrawn by them from circulation in accordance with the terms of Article 206, shall also deliver to the Commission all the records showing the nature and amounts of the conversions which they have effected.

2.

The Reparation Commission, after examining the records, shall deliver to the said Governments separate certificates stating the total amount of currency notes which the Governments have converted:

(*a*) within the limits of the former Austro-Hungarian Monarchy as it existed on July 28, 1914;
(*b*) elsewhere.

These certificates will entitle the bearer to lodge a claim with the receivers of the bank for currency notes thus converted which are entitled to share in the assets of the bank.

3.

After the liquidation of the bank is completed, the Reparation Commission shall destroy the notes thus withdrawn.

4.

No notes issued on or prior to October 27, 1918, wherever they may be held, will rank as claims against the bank unless they are presented through the Government of the country in which they are held.

ARTICLE 207

Each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Austria, shall deal as it thinks fit with the petty or token coinage of the former Austro-Hungarian Monarchy existing in its territory.

No such State shall have any recourse under any circumstances, on behalf either of itself or of its nationals, against any other State with regard to such petty or token coinage.

ARTICLE 208

States to which territory of the former Austro-Hungarian Monarchy is transferred and States arising from the dismemberment of that Monarchy shall acquire all property and possessions situated within their territories belonging to the former or existing Austrian Government.

For the purposes of this Article, the property and possessions of the former or existing Austrian Government shall be deemed to include the property of the former Austrian Empire and the interests of that Empire in the joint property of the Austro-Hungarian Monarchy, as well as all the property of the Crown, and the private property of members of the former Royal Family of Austria-Hungary.

These States shall, however, have no claim to any property of the former or existing Government of Austria situated outside their own respective territories.

The value of such property and possessions acquired by States other than Austria shall be fixed by the Reparation Commission and placed by that Commission to the credit of Austria and to the debit of the State acquiring such property on account of the sums due for reparation. The Reparation Commission shall deduct from the value of the public property thus acquired an amount proportionate to the contribution in money, land or material made directly by any province or commune or other autonomous local authority towards the cost of such property.

Without prejudice to Article 203 relating to secured Debt, in the case of each State acquiring property under the provisions of this Article, the amount placed to the credit of Austria and to the debit of the said State in accordance with the preceding paragraph shall be reduced by the value of the amount of the liability in respect of the unsecured Debt of the former Austrian Government assumed by that State under the provisions of Article 203 which, in the opinion of the Reparation Commission, represents expenditure upon the property so acquired. The value shall be fixed by the Reparation Commission on such basis as the Commission may consider equitable.

Property of the former and existing Austrian Government shall be deemed to include a share of the real property in Bosnia-Herzegovina of all descriptions for which, under Article 5 of the Convention of February 26, 1909, the Government of the former Austro-Hungarian Monarchy paid £T.2,500,000 to the Ottoman Government. Such share shall be proportionate to the share which the former Austrian Empire contributed to the above payment, and the value of this share, as assessed by the Reparation Commission, shall be credited to Austria on account of reparation.

As exception to the above there shall be transferred without payment:

(1) the property and possessions of provinces, communes and other local autonomous institutions of the former Austro-Hungarian Monarchy, including those in Bosnia-Herzegovina which did not belong to the former Austro-Hungarian Monarchy;

(2) schools and hospitals the property of the former Austro-Hungarian Monarchy;

(3) forests which belonged to the former Kingdom of Poland.

Further, any building or other property situated in the respective territories transferred to the States referred to in the first paragraph whose principal value lies in its historic interest and associations, and which formerly belonged to the Kingdom of Bohemia, the Kingdom of Poland, the Kingdom of Croatia-Slavonia-Dalmatia, Bosnia-Herzegovina, the Republic of Ragusa, the Venetian Republic or the Episcopal Principalities of Trient and Bressanone, may, subject to the approval of the Reparation Commission, be transferred to the Government entitled thereto without payment.

ARTICLE 209

Austria renounces, so far as she is concerned, all rights accorded to her or her nationals by treaties, conventions or agreements, of whatsoever kind, to representation upon or participation in the control or administration of commissions, state banks, agencies or other financial or economic organisations of an international character exercising powers of control or administration and operating in any of the Allied or Associated States, or in Germany, Hungary, Bulgaria or Turkey, or in the dependencies of the States, or in the former Russian Empire.

ARTICLE 210

1. The Austrian Government agrees to deliver within one month from the coming into force of the present Treaty to such authority as the Principal Allied and Associated Powers may designate the sum in gold deposited in the Austro-Hungarian Bank in the name of the Council of the Administration of the Ottoman Public Debt as security for the first issue of Turkish Government currency notes.

2. Without prejudice to Article 244, Part X (Economic Clauses), of the present Treaty, Austria renounces so far as she is concerned any benefit disclosed by the Treaties of Bucharest and Brest-Litovsk and by the Treaties supplementary thereto.

Austria undertakes to transfer either to Roumania or to the Principal Allied and Associated Powers, as the case may be, all monetary instruments, specie, securities and negotiable instruments or goods which she has received under the aforesaid Treaties.

3. The sums of money and all securities, instruments and goods, of whatsoever nature, to be delivered, paid or transferred under the provisions of this Article, shall be disposed of by the Principal Allied and Associated Powers in a manner hereafter to be determined by those Powers.

4. Austria recognizes any transfer of gold provided for by Article 259 (5) of the Treaty of Peace concluded at Versailles on June 28, 1919, between the Allied and Associated Powers and Germany, and any transfer of claims provided for by Article 261 of that Treaty.

ARTICLE 211

Without prejudice to the renunciation of any rights by Austria on behalf of herself or of her nationals in the other provisions of the present Treaty, the Reparation Commission may, within one year from the coming into force of the present Treaty, demand that Austria become possessed of any rights and interests of her nationals in any public utility undertaking or in any concession operating in Russia, Turkey, Germany, Hungary or Bulgaria, or in the possessions or dependencies of these States, or in any territory formerly belonging to Austria or her allies to be transferred by Austria or her allies to any State, or to be administered by a mandatory under any Treaty entered into with

the Allied and Associated Powers, and may require that the Austrian Government transfer, within six months of the date of demand to the Reparation Commission all such rights and interests and any similar rights and interests owned by the former or existing Austrian Government.

Austria shall be responsible for indemnifying her nationals so dispossessed, and the Reparation Commission shall credit Austria on account of sums due for reparation with such sums in respect of the value of the transferred rights and interests as may be assessed by the Reparation Commission, and Austria shall, within six months from the coming into force of the present Treaty, communicate to the Reparation Commission all such rights and interests, whether already granted, contingent or not yet exercised, and shall renounce on behalf of herself and her nationals in favour of the Allied and Associated Powers all such rights and interests which have not been so communicated.

ARTICLE 212

Austria undertakes to refrain from preventing or impeding such acquisition by the German, Hungarian, Bulgarian or Turkish Governments of any rights and interests of German, Hungarian, Bulgarian or Turkish nationals in public utility undertakings or concessions operating in Austria as may be required by the Reparation Commission under the terms of the Treaties of Peace or supplementary treaties or conventions concluded between the Allied and Associated Powers and the German, Hungarian, Bulgarian or Turkish Governments respectively.

ARTICLE 213

Austria undertakes to transfer to the Allied and Associated Powers all claims in favour of the former or existing Austrian Governments to payment or reparation by the Governments of Germany, Hungary, Bulgaria or Turkey, and in particular all claims which may arise now or hereafter in the fulfilment of undertakings made after July 28, 1914, until the coming into force of the present Treaty.

The value of such claims shall be assessed by the Reparation Commission, and shall be transferred to the Reparation Commission for the credit of Austria on account of the sums due for reparation.

ARTICLE 214

Any monetary obligation arising out of the present Treaty and expressed in terms of gold kronen shall, unless some other arrangement is specifically provided for in any particular case under the terms of this Treaty or of treaties or conventions supplementary thereto, be payable at the option of the creditors in pounds sterling payable in London, gold dollars of the United States of America payable in New York, gold francs payable in Paris, or gold lire payable in Rome. For the purposes of this Article, the

gold coins mentioned above shall be defined as being of the weight and fineness of gold as enacted by law on January 1, 1914.

Article 215

Any financial adjustments, such as those relating to any banking and insurance companies, savings banks, postal savings banks, land banks, mortgage companies or other similar institutions, operating within the territory of the former Austro-Hungarian Monarchy, necessitated by the partition of that Monarchy and the resettlement of public debts and currency provided for by these Articles, shall be regulated by agreement between the various Governments concerned in such a manner as shall best secure equitable treatment to all the parties interested. In case the Governments concerned are unable to come to an agreement on any question arising out of this financial adjustment, or in case any Government is of opinion that its nationals have not received equitable treatment, the Reparation Commission shall, on the application of any one of the Governments concerned, appoint an arbitrator or arbitrators, whose decision shall be final.

Article 216

The Government of Austria shall be under no liability in respect of civil or military pensions granted to nationals of the former Austrian Empire who have been recognized as nationals of other States or who become so under the provisions of the present Treaty.

PART X

ECONOMIC CLAUSES

SECTION I

Commercial Relations

Chapter I

CUSTOMS REGULATIONS, DUTIES AND RESTRICTIONS

Article 217

Austria undertakes that goods the produce or manufacture of any one of the Allied or Associated States imported into Austrian territory, from whatsoever place arriving, shall not be subjected to other or higher duties or charges (including internal charges) than those to which the like goods the produce or manufacture of any other such State or of any other foreign country are subject.

Austria will not maintain or impose any prohibition or restriction on the importation into Austrian territory of any goods the produce or manufacture of the territories of any one of the Allied or Associated States, from whatsoever

place arriving, which shall not equally extend to the importation of the like goods the produce or manufacture of any other State or of any other foreign country.

ARTICLE 218

Austria further undertakes that, in the matter of the régime applicable on importation, no discrimination against the commerce of any of the Allied and Associated States as compared with any other of the said States or any other foreign country, shall be made, even by indirect means, such as customs regulations or procedure, methods of verification or analysis, conditions of payment of duties, tariff classification or interpretation, or the operation of monopolies.

ARTICLE 219

In all that concerns exportation, Austria undertakes that goods, natural products or manufactured articles, exported from Austrian territory to the territories of any one of the Allied or Associated States, shall not be subjected to other or higher duties or charges (including internal charges) than those paid on the like goods exported to any other such State or to any other foreign country.

Austria will not maintain or impose any prohibition or restriction on the exportation of any goods sent from her territory to any one of the Allied or Associated States which shall not equally extend to the exportation of the like goods, natural products or manufactured articles, sent to any other such State or to any other foreign country.

ARTICLE 220

Every favour, immunity, or privilege in regard to the importation, exportation or transit of goods granted by Austria to any Allied or Associated State or to any other foreign country whatever shall simultaneously and unconditionally, without request and without compensation, be extended to all the Allied and Associated States.

ARTICLE 221

By way of exception to the provisions of Article 286, Part XII (Ports, Waterways and Railways), products in transit by the ports which before the war were situated in territory of the former Austro-Hungarian Monarchy shall, for a period of three years from the coming into force of the present Treaty, enjoy on importation into Austria reductions of duty corresponding with and in proportion to those applied to such products under the Austro-Hungarian Customs Tariff of February 13, 1906, when imported by such ports.

ARTICLE 222

Notwithstanding the provisions of Articles 217 to 220, the Allied and Associated Powers agree that they will not invoke these provisions to secure

the advantage of any arrangements which may be made by the Austrian Government with the Governments of Hungary or of the Czecho-Slovak State for the accord of a special customs régime to certain natural or manufactured products which both originate in and come from those countries, and which shall be specified in the arrangements, provided that the duration of these arrangements does not exceed a period of five years from the coming into force of the present Treaty.

ARTICLE 223

During the first six months after the coming into force of the present Treaty, the duties imposed by Austria on imports from Allied and Associated States shall not be higher than the most favourable duties which were applied to imports into the former Austro-Hungarian Monarchy on July 28, 1914.

During a further period of thirty months after the expiration of the first six months this provision shall continue to be applied exclusively with regard to the importation of fruits (fresh and dried), fresh vegetables, olive oil, eggs, pigs and pork products, and live poultry, in so far as such products enjoyed at the above mentioned date (July 28, 1914) rates conventionalised by Treaties with the Allied or Associated Powers.

ARTICLE 224

(1) The Czecho-Slovak State and Poland undertake that for a period of fifteen years from the coming into force of the present Treaty they will not impose on the exportation to Austria of the products of coal mines in their territories any export duties or other charges or restrictions on exportation different from or more onerous than those imposed on such exportation to any other country.

(2) Special agreements shall be made between the Czecho-Slovak State and Poland and Austria as to the supply of coal and of raw materials reciprocally.

(3) Pending the conclusion of such agreements, but in no case during more than three years from the coming into force of the present Treaty, the Czecho-Slovak State and Poland undertake that no export duty or other restrictions of any kind shall be imposed on the export to Austria of coal or lignite up to a reasonable quantity to be fixed, failing agreement between the States concerned, by the Reparation Commission. In fixing this quantity the Reparation Commission shall take into account all the circumstances, including the quantities both of coal and of lignite supplied before the war to present Austrian territory from Upper Silesia and from the territory of the former Austrian Empire transferred to the Czecho-Slovak State and Poland in accordance with the present Treaty, and the quantities now available for export from those countries. Austria shall in return furnish to the Czecho-Slovak

State and Poland supplies of the raw materials referred to in paragraph (2) in accordance with the decisions of the Reparation Commission.

(4) The Czecho-Slovak State and Poland further undertake during the same period to take such steps as may be necessary to ensure that any such products shall be available for sale to purchasers in Austria on terms as favourable as are applicable to like products sold under similar conditions to purchasers in the Czecho-Slovak State or Poland respectively or in any other country.

(5) In case of disagreement in the execution or interpretation of any of the above provisions the Reparation Commission shall decide.

Chapter II

SHIPPING

Article 225

The High Contracting Parties agree to recognise the flag flown by the vessels of any Contracting Party having no sea-coast, which are registered at some one specified place situated in its territory; such place shall serve as the port of registry of such vessels.

Chapter III

UNFAIR COMPETITION

Article 226

Austria undertakes to adopt all the necessary legislative and administrative measures to protect goods the produce or manufacture of any one of the Allied and Associated Powers from all forms of unfair competition in commercial transactions.

Austria undertakes to prohibit and repress by seizure and by other appropriate remedies the importation, exportation, manufacture, distribution, sale or offering for sale in her territory of all goods bearing upon themselves or their usual get-up or wrappings any marks, names, devices or descriptions whatsoever which are calculated to convey directly or indirectly a false indication of the origin, type, nature or special characteristics of such goods.

Article 227

Austria undertakes, on condition that reciprocity is accorded in these matters, to respect any law, or any administrative or judicial decision given in conformity with such law, in force in any Allied or Associated State and duly communicated to her by the proper authorities, defining or regulating the right to any regional appellation in respect of wine or spirits produced in the State to which the region belongs or the conditions under which the use of any

such appellation may be permitted; and the importation, exportation, manufacture, distribution, sale or offering for sale of products or articles bearing regional appellations inconsistent with such law or order shall be prohibited by the Austrian Government and repressed by the measures prescribed in the preceding Article.

Chapter IV

Treatment of nationals of allied and associated powers

Article 228

Austria undertakes:

(*a*) not to subject the nationals of the Allied and Associated Powers to any prohibition in regard to the exercise of occupations, professions, trade and industry, which shall not be equally applicable to all aliens without exception;

(*b*) not to subject the nationals of the Allied and Associated Powers in regard to the rights referred to in paragraph (*a*) to any regulation or restriction which might contravene directly or indirectly the stipulations of the said paragraph, or which shall be other or more disadvantageous than those which are applicable to nationals of the most favoured nation;

(*c*) not to subject the nationals of the Allied and Associated Powers, their property, rights or interests, including companies and associations in which they are interested, to any charge, tax or impost, direct or indirect, other or higher than those which are or may be imposed on her own nationals or their property, rights or interests;

(*d*) not to subject the nationals of any one of the Allied and Associated Powers to any restriction which was not applicable on July 1, 1914, to the nationals of such Powers unless such restriction is likewise imposed on her own nationals.

Article 229

The nationals of the Allied and Associated Powers shall enjoy in Austrian territory a constant protection for their persons and for their property, rights and interests, and shall have free access to the courts of law.

Article 230

Austria undertakes to recognise any new nationality which has been or may be acquired by her nationals under the laws of the Allied and Associated Powers, and in accordance with the decisions of the competent authorities of these Powers pursuant to naturalisation laws or under treaty stipulations, and to regard such persons as having, in consequence of the acquisition of such new nationality, in all respects severed their allegiance to their country of origin.

Article 231

The Allied and Associated Powers may appoint consuls-general, consuls, vice-consuls and consular agents in Austrian towns and ports. Austria under-

takes to approve the designation of the consuls-general, consuls, vice-consuls and consular agents, whose names shall be notified to her, and to admit them to the exercise of their functions in conformity with the usual rules and customs.

Chapter V

GENERAL ARTICLES

Article 232

The obligations imposed on Austria by Chapter I above shall cease to have effective five years from the date of the coming into force of the present Treaty, unless otherwise provided in the text, or unless the Council of the League of Nations shall, at least twelve months before the expiration of that period, decide that these obligations shall be maintained for a further period with or without amendment.

Nevertheless it is agreed that unless the League of Nations decides otherwise an Allied or Associated Power shall not after the expiration of three years from the coming into force of the present Treaty be entitled to require the fulfilment by Austria of the provisions of Articles 217, 218, 219 or 220 unless that Power accords correlative treatment to Austria.

Article 228 shall remain in operation, with or without amendment, after the period of five years for such further period, if any, not exceeding five years, as may be determined by a majority of the Council of the League of Nations.

Article 233

If the Austrian Government engages in international trade, it shall not in respect thereof have or be deemed to have any rights, privileges or immunities of sovereignty.

SECTION II

Treaties

Article 234

From the coming into force of the present Treaty and subject to the provisions thereof the multilateral Treaties, Conventions and Agreements of an economic or technical character concluded by the former Austro-Hungarian Monarchy and enumerated below and in the subsequent Articles shall alone be applied as between Austria and those of the Allied and Associated Powers party thereto:

(1) Conventions of March 14, 1884,[6] December 1, 1886,[7] and March 23, 1887,[7] and Final Protocol of July 7, 1887,[8] regarding the protection of submarine cables.

[6] TS 380, *ante*, vol. 1, p. 89.
[7] TS 380–2, *ante*, vol. 1, p. 112.
[8] TS 380–3, *ante*, vol. 1, p. 114.

(2) Convention of October 11, 1909, regarding the international circulation of motor-cars.

(3) Agreement of May 15, 1886, regarding the sealing of railway trucks subject to customs inspection, and Protocol of May 18, 1907.

(4) Agreement of May 15, 1886, regarding the technical standardisation of railways.

(5) Convention of July 5, 1890, regarding the publication of customs tariffs and the organisation of an International Union for the publication of customs tariffs.[9]

(6) Convention of April 25, 1907, regarding the raising of the Turkish customs tariff.

(7) Convention of March 14, 1857, for the redemption of Toll dues on the Sound and Belts.

(8) Convention of June 22, 1861, for the redemption of the Stade Toll on the Elbe.

(9) Convention of July 16, 1863, for the redemption of the Toll dues on the Scheldt.

(10) Convention of October 29, 1888, regarding the establishment of a definite arrangement guaranteeing the free use of the Suez Canal.

(11) Conventions of September 23, 1910, respecting the unification of certain regulations regarding collisions [10] and salvage at sea.[11]

(12) Convention of December 21, 1904, regarding the exemption of hospital ships from dues and charges in ports.[12]

(13) Convention of September 26, 1906, for the suppression of night-work for women.

(14) Conventions of May 18, 1904,[13] and May 4, 1910, regarding the suppression of the White Slave Traffic.

(15) Convention of May 4, 1910, regarding the suppression of obscene publications.[14]

(16) Sanitary Convention of December 3, 1903, and the preceding Conventions signed on January 30, 1892, April 15, 1893, April 3, 1894, and March 19, 1897.

(17) Convention of May 20, 1875, regarding the unification and improvement of the metric system.[15]

(18) Convention of November 29, 1906, regarding the unification of pharmacopœial formulæ for potent drugs.[16]

---

[9] TS 384, *ante*, vol. 1, p. 172.
[10] 1911 For. Rel. 19.
[11] TS 576, *ante*, vol. 1, p. 780.
[12] TS 459, *ante*, vol. 1, p. 430.
[13] TS 496, *ante*, vol. 1, p. 424.
[14] TS 559, *ante*, vol. 1, p. 748.
[15] TS 378, *ante*, vol. 1, p. 39.
[16] TS 510, *ante*, vol. 1, p. 568.

(19) Convention of November 16 and 19, 1885, regarding the establishment of a concert pitch.

(20) Convention of June 7, 1905, regarding the creation of an International Agricultural Institute at Rome.[17]

(21) Conventions of November 3, 1881, and April 15, 1889, regarding precautionary measures against phylloxera.

(22) Convention of March 19, 1902, regarding the protection of birds useful to agriculture.

(23) Convention of June 12, 1902, regarding the guardianship of minors.

ARTICLE 235

From the coming into force of the present Treaty the High Contracting Parties shall apply the conventions and agreements hereinafter mentioned, in so far as concerns them, Austria undertaking to comply with the special stipulations contained in this Article.

Postal Conventions:

Conventions and agreements of the Universal Postal Union concluded at Vienna, July 4, 1891.[18]

Conventions and agreements of the Postal Union signed at Washington, June 15, 1897.[19]

Conventions and agreements of the Postal Union signed at Rome, May 26, 1906.[20]

Telegraphic Conventions:

International Telegraphic Conventions signed at St. Petersburg, July 10/22, 1875.

Regulations and Tariffs drawn up by the International Telegraphic Conference, Lisbon, June 11, 1908.

Austria undertakes not to refuse her assent to the conclusion by the new States of the special arrangements referred to in the Conventions and Agreements relating to the Universal Postal Union and to the International Telegraphic Union, to which the said new States have adhered or may adhere.

ARTICLE 236

From the coming into force of the present Treaty the High Contracting Parties shall apply, in so far as concerns them, the International Radio-Telegraphic Convention of July 5, 1912,[21] Austria undertaking to comply

[17] TS 439, *ante*, vol. 1, p. 436.
[18] *Ante*, vol. 1, p. 206.
[19] *Ante*, vol. 1, p. 206.
[20] *Ante*, vol. 1, p. 492.
[21] TS 581, *ante*, vol. 1, p. 883.

219-919—70——19

with the provisional regulations which will be indicated to her by the Allied and Associated Powers.

If within five years after the coming into force of the present Treaty a new convention regulating international radio-telegraphic communications should have been concluded to take the place of the Convention of July 5, 1912, this new convention shall bind Austria, even if Austria should refuse either to take part in drawing up the convention, or to subscribe thereto.

This new convention will likewise replace the provisional regulations in force.

ARTICLE 237

The International Convention of Paris of March 20, 1883,[22] for the protection of industrial property, revised at Washington on June 2, 1911,[23] and the Agreement of April 14, 1891, concerning the international registration of trade marks shall be applied as from the coming into force of the present Treaty, in so far as they are not affected or modified by the exceptions and restrictions resulting therefrom.

ARTICLE 238

From the coming into force of the present Treaty the High Contracting Parties shall apply, in so far as concerns them, the Convention of the Hague of July 17, 1905, relating to civil procedure. This provision, however, will not apply to France, Portugal and Roumania.

ARTICLE 239

Austria undertakes, within twelve months of the coming into force of the present Treaty, to adhere in the prescribed form to the International Convention of Berne of September 9, 1886, for the protection of literary and artistic works, revised at Berlin on November 13, 1908, and completed by the additional Protocol signed at Berne on March 20, 1914, relating to the protection of literary and artistic works.

Until her adherence, Austria undertakes to recognise and protect by effective measures and in accordance with the principles of the said Convention the literary and artistic works of nationals of the Allied and Associated Powers.

In addition, and irrespective of the above-mentioned adherence, Austria undertakes to continue to assure such recognition and such protection to all literary and artistic works of the nationals of each of the Allied and Associated Powers to an extent at least as great as upon July 28, 1914, and upon the same conditions.

---

[22] TS 379, *ante*, vol. 1, p. 80.
[23] TS 579, *ante*, vol. 1, p. 791.

ARTICLE 240

Austria undertakes to adhere to the following Conventions:

(1) Convention of September 26, 1906, for the suppression of the use of white phosphorus in the manufacture of matches.

(2) Convention of December 31, 1913, regarding the unification of commercial statistics.

ARTICLE 241

Each of the Allied or Associated Powers, being guided by the general principles or special provisions of the present Treaty, shall notify to Austria the bilateral agreements of all kinds which were in force between her and the former Austro-Hungarian Monarchy, and which she wishes should be in force as between her and Austria.

The notification referred to in the present Article shall be made either directly or through the intermediary of another Power. Receipt thereof shall be acknowledged in writing by Austria. The date of the coming into force shall be that of the notification.

The Allied and Associated Powers undertake among themselves not to apply as between themselves and Austria any agreements which are not in accordance with the terms of the present Treaty.

The notification shall mention any provisions of the said agreements which, not being in accordance with the terms of the present Treaty, shall not be considered as coming into force.

In case of any difference of opinion, the League of Nations will be called on to decide.

A period of six months from the coming into force of the present Treaty is allowed to the Allied and Associated Powers within which to make the notification.

Only those bilateral agreements which have been the subject of such a notification shall be put in force between the Allied and Associated Powers and Austria.

The above rules apply to all bilateral agreements existing between any Allied and Associated Powers signatories to the present Treaty and Austria, even if the said Allied and Associated Powers have not been in a state of war with Austria.

ARTICLE 242

Austria hereby recognizes that all treaties, conventions or agreements concluded by her, or by the former Austro-Hungarian Monarchy, with Germany, Hungary, Bulgaria or Turkey since August 1, 1914, until the coming into force of the present Treaty are of no effect.

ARTICLE 243

Austria undertakes to secure to the Allied and Associated Powers, and to the officials and nationals of the said Powers, the enjoyment of all the rights and advantages of any kind which she, or the former Austro-Hungarian Monarchy, may have granted to Germany, Hungary, Bulgaria or Turkey, or to the officials and nationals of these States by treaties, conventions or arrangements concluded before August 1, 1914, so long as those treaties, conventions or arrangements are in force.

The Allied and Associated Powers reserve the right to accept or not the enjoyment of these rights and advantages.

ARTICLE 244

Austria recognises that all treaties, conventions or arrangements which she, or the former Austro-Hungarian Monarchy, concluded with Russia, or with any State or Government of which the territory previously formed a part of Russia, or with Roumania, before July 28, 1914, or after that date until the coming into force of the present Treaty, are of no effect.

ARTICLE 245

Should an Allied or Associated Power, Russia, or a State of Government of which the territory formerly constituted a part of Russia have been forced since July 28, 1914, by reason of military occupation or by any other means or for any other cause, to grant or to allow to be granted by the act of any public authority, concessions, privileges and favours of any kind to the former Austro-Hungarian Monarchy, or to Austria or to an Austrian national, such concessions, privileges, and favours are *ipso facto* annulled by the present Treaty.

No claims or indemnities which may result from this annulment shall be charged against the Allied or Associated Powers or the Powers, States, Governments or public authorities which are released from their engagements by the present Article.

ARTICLE 246

From the coming into force of the present Treaty Austria undertakes, so far as she is concerned, to give the Allied and Associated Powers and their nationals the benefits *ipso facto* of the rights and advantages of any kind which she or the former Austro-Hungarian Monarchy has granted by treaties, conventions, or arrangements to non-belligerent States or their nationals since July 28, 1914, until the coming into force of the present Treaty, so long as those treaties, conventions or arrangements are in force for Austria.

ARTICLE 247

Those of the High Contracting Parties who have not yet signed, or who have signed but not yet ratified, the Opium Convention signed at The

Hague on January 23, 1912,[24] agree to bring the said Convention into force, and for this purpose to enact the necessary legislation without delay and in any case within a period of twelve months from the coming into force of the present Treaty.

Furthermore, they agree that ratification of the present Treaty should in the case of Powers which have not yet ratified the Opium Convention be deemed in all respects equivalent to the ratification of that Convention and to the signature of the Special Protocol which was opened at The Hague in accordance with the resolutions adopted by the Third Opium Conference in 1914 for bringing the said Convention into force.

For this purpose the Government of the French Republic will communicate to the Government of the Netherlands a certified copy of the protocol of the deposit of ratifications of the present Treaty, and will invite the Government of the Netherlands to accept and deposit the said certified copy as if it were a deposit of ratifications of the Opium Convention and a signature of the Additional Protocol of 1914.

SECTION III

Debts

ARTICLE 248

There shall be settled through the intervention of Clearing Offices to be established by each of the High Contracting Parties within three months of the notification referred to in paragraph (*e*) hereafter the following classes of pecuniary obligations:

(1) Debts payable before the war and due by a national of one of the Contracting Powers, residing within its territory, to a national of an Opposing Power, residing within its territory;

(2) Debts which became payable during the war to nationals of one Contracting Power residing within its territory and arose out of transactions or contracts with the nationals of an Opposing Power, resident within its territory, of which the total or partial execution was suspended on account of the existence of a state of war;

(3) Interest which has accrued due before and during the war to a national of one of the Contracting Powers in respect of securities issued or taken over by an Opposing Power, provided that the payment of interest on such securities to the nationals of that Power or to neutrals has not been suspended during the war;

(4) Capital sums which have become payable before and during the war to nationals of one of the Contracting Powers in respect of securities issued by one of the Opposing Powers, provided that the payment of such

[24] TS 612, *ante*, vol. 1, p. 855.

capital sums to nationals of that Power or to neutrals has not been suspended during the war.

In the case of interest or capital sums payable in respect of securities issued or taken over by the former Austro-Hungarian Government the amount to be credited and paid by Austria will be the interest or capital in respect only of the debt for which Austria is liable in accordance with Part IX (Financial Clauses) of the present Treaty, and the principles laid down by the Reparation Commission.

The proceeds of liquidation of enemy property, rights, and interests mentioned in Section IV and in the Annex thereto will be accounted for through the Clearing Offices, in the currency and at the rate of exchange hereinafter provided in paragraph (*d*), and disposed of by them under the conditions provided by the said Section and Annex.

The settlements provided for in this Article shall be effected according to the following principles and in accordance with the Annex to this Section:

(*a*) Each of the High Contracting Parties shall prohibit, as from the coming into force of the present Treaty, both the payment and the acceptance of payment of such debts, and also all communications between the interested parties with regard to the settlement of the said debts otherwise than through the Clearing Offices;

(*b*) Each of the High Contracting Parties shall be respectively responsible for the payment of such debts due by its nationals, except in the cases where before the war the debtor was in a state of bankruptcy or failure, or had given formal indication of insolvency, or where the debt was due by a company whose business has been liquidated under emergency legislation during the war;

(*c*) The sums due to the nationals of one of the High Contracting Parties by the nationals of an Opposing State will be debited to the Clearing Office of the country of the debtor, and paid to the creditor by the Clearing Office of the country of the creditor;

(*d*) Debts shall be paid or credited in the currency of such one of the Allied and Associated Powers, their colonies or protectorates, or the British Dominions or India, as may be concerned. If the debts are payable in some other currency they shall be paid or credited in the currency of the country concerned, whether an Allied or Associated Power, Colony, Protectorate, British Dominion or India, at the pre-war rate of exchange.

For the purpose of this provision the pre-war rate of exchange shall be defined as the average cable transfer rate prevailing in the Allied or Associated country concerned during the month immediately preceding the outbreak of war between the said country concerned and Austria-Hungary.

If a contract provides for a fixed rate of exchange governing the conversion of the currency in which the debt is stated into the currency of the Allied or

Associated country concerned, then the above provisions concerning the rate of exchange shall not apply.

In the case of the new States of Poland and the Czecho-Slovak State the currency in which and the rate of exchange at which debts shall be paid or credited shall be determined by the Reparation Commission provided for in Part VIII, unless they shall have been previously settled by agreement between the States interested;

(*e*) The provisions of this Article and of the Annex hereto shall not apply as between Austria on the one hand and any one of the Allied and Associated Powers, their colonies or protectorates, or any one of the British Dominions or India on the other hand, unless within a period of one month from the deposit of the ratification of the present Treaty by the Power in question, or of the ratification on behalf of such Dominion or of India, notice to that effect is given to Austria by the Government of such Allied or Associated Power or of such Dominion or of India as the case may be;

(*f*) The Allied and Associated Powers which have adopted this Article and the Annex hereto may agree between themselves to apply them to their respective nationals established in their territory so far as regards matters between their nationals and Austrian nationals. In this case the payments made by application of this provision will be subject to arrangement between the Allied and Associated Clearing Offices concerned.

ANNEX

1.

Each of the High Contracting Parties will, within three months from the notification provided for in Article 248, paragraph (*e*), establish a Clearing Office for the collection and payment of enemy debts.

Local Clearing Offices may be established for any particular portion of the territories of the High Contracting Parties. Such local Clearing Offices may perform all the functions of a central Clearing Office in their respective districts, except that all transactions with the Clearing Office in the Opposing State must be effected through the Central Clearing Office.

2.

In this Annex the pecuniary obligations referred to in the first paragraph of Article 248 are described as "enemy debts", the persons from whom the same are due as "enemy debtors", the persons to whom they are due as "enemy creditors", the Clearing Office in the country of the creditor is called the "Creditor Clearing Office", and the Clearing Office in the country of the debtor is called the "Debtor Clearing Office".

3.

The High Contracting Parties will subject contraventions of paragraph (*a*) of Article 248 to the same penalties as are at present provided by their legisla-

tion for trading with the enemy. They will similarly prohibit within their territory all legal process relating to payment of enemy debts, except in accordance with the provisions of this Annex.

4.

The Government guarantee specified in paragraph (*b*) of Article 248 shall take effect whenever, for any reason, a debt shall not be recoverable, except in a case where at the date of the outbreak of war the debt was barred by the laws of prescription in force in the country of the debtor, or where the debtor was at that time in a state of bankruptcy or failure or had given formal indication of insolvency, or where the debt was due by a company whose business has been liquidated under emergency legislation during the war. In such case the procedure specified by this Annex shall apply to payment of the dividends.

The terms "bankruptcy" and "failure" refer to the application of legislation providing for such juridical conditions. The expression "formal indication of insolvency" bears the same meaning as it has in English law.

5.

Creditors shall give notice to the Creditor Clearing Office within six months of its establishment of debts due to them, and shall furnish the Clearing Office with any documents and information required of them.

The High Contracting Parties will take all suitable measures to trace and punish collusion between enemy creditors and debtors. The Clearing Offices will communicate to one another any evidence and information which might help the discovery and punishment of such collusion.

The High Contracting Parties will facilitate as much as possible postal and telegraphic communication at the expense of the parties concerned and through the intervention of the Clearing Offices between debtors and creditors desirous of coming to an agreement as to the amount of their debt.

The Creditor Clearing Office will notify the Debtor Clearing Office of all debts declared to it. The Debtor Clearing Office will, in due course, inform the Creditor Clearing Office which debts are admitted and which debts are contested. In the latter case, the Debtor Clearing Office will give the grounds for the non-admission of debt.

6.

When a debt has been admitted, in whole or in part, the Debtor Clearing Office will at once credit the Creditor Clearing Office with the amount admitted, and at the same time notify it of such credit.

7.

The debt shall be deemed to be admitted in full and shall be credited forthwith to the Creditor Clearing Office unless within three months from the receipt of the notification or such longer time as may be agreed to by the

Creditor Clearing Office notice has been given by the Debtor Clearing Office that it is not admitted.

8.

When the whole or part of a debt is not admitted the two Clearing Offices will examine into the matter jointly and will endeavour to bring the parties to an agreement.

9.

The Creditor Clearing Office will pay to the individual creditor the sums credited to it out of the funds placed at its disposal by the Government of its country and in accordance with the conditions fixed by the said Government, retaining any sums considered necessary to cover risks, expenses or commissions.

10.

Any person having claimed payment of an enemy debt which is not admitted in whole or in part shall pay to the Clearing Office, by way of fine, interest at 5 per cent. on the part not admitted. Any person having unduly refused to admit the whole or part of a debt claimed from him shall pay, by way of fine, interest at 5 per cent. on the amount with regard to which his refusal shall be disallowed.

Such interest shall run from the date of expiration of the period provided for in paragraph 7 until the date on which the claim shall have been disallowed or the debt paid.

Each Clearing Office shall in so far as it is concerned take steps to collect the fines above provided for, and will be responsible if such fines cannot be collected.

The fines will be credited to the other Clearing Office, which shall retain them as a contribution towards the cost of carrying out the present provisions.

11.

The balance between the Clearing Offices shall be struck monthly and the credit balance paid in cash by the debtor State within a week.

Nevertheless, any credit balances which may be due by one or more of the Allied and Associated Powers shall be retained until complete payment shall have been effected of the sums due to the Allied or Associated Powers or their nationals on account of the war.

12.

To facilitate discussion between the Clearing Offices each of them shall have a representative at the place where the other is established.

13.

Except for special reasons all discussions in regard to claims will, so far as possible, take place at the Debtor Clearing Office.

21919 70 20

14.

In conformity with Article 248, paragraph (*b*), the High Contracting Parties are responsible for the payment of the enemy debts owing by their nationals.

The Debtor Clearing Office will therefore credit the Creditor Clearing Office with all debts admitted, even in case of inability to collect them from the individual debtor. The Governments concerned will, nevertheless, invest their respective Clearing Offices with all necessary powers for the recovery of debts which have been admitted.

15.

Each Government will defray the expenses of the Clearing Office set up in its territory, including the salaries of the staff.

16.

Where the two Clearing Offices are unable to agree whether a debt claimed is due, or in case of a difference between an enemy debtor and an enemy creditor or between the Clearing Offices, the dispute shall either be referred to arbitration if the parties so agree under conditions fixed by agreement between them, or referred to the Mixed Arbitral Tribunal provided for in Section VI hereafter.

At the request of the Creditor Clearing Office the dispute may, however, be submitted to the jurisdiction of the Courts of the place of domicile of the debtor.

17.

Recovery of sums found by the Mixed Arbitral Tribunal, the Court, or the Arbitration Tribunal to be due shall be effected through the Clearing Offices as if these sums were debts admitted by the Debtor Clearing Office.

18.

Each of the Governments concerned shall appoint an agent who will be responsible for the presentation to the Mixed Arbitral Tribunal of the cases conducted on behalf of its Clearing Office. This agent will exercise a general control over the representatives or counsel employed by its nationals.

Decisions will be arrived at on documentary evidence, but it will be open to the Tribunal to hear the parties in person, or according to their preference by their representatives approved by the two Governments, or by the agent referred to above, who shall be competent to intervene along with the party or to re-open and maintain a claim abandoned by the same.

19.

The Clearing Offices concerned will lay before the Mixed Arbitral Tribunal all the information and documents in their possession, so as to enable the Tribunal to decide rapidly on the cases which are brought before it.

20.

Where one of the parties concerned appeals against the joint decision of the two Clearing Offices he shall make a deposit against the costs, which deposit shall only be refunded when the first judgment is modified in favour of the appellant and in proportion to the success he may attain, his opponent in case of such a refund being required to pay an equivalent proportion of the costs and expenses. Security accepted by the Tribunal may be substituted for a deposit.

A fee of 5 per cent. of the amount in dispute shall be charged in respect of all cases brought before the Tribunal. This fee shall, unless the Tribunal directs otherwise, be borne by the unsuccessful party. Such fee shall be added to the deposit referred to. It is also independent of the security.

The Tribunal may award to one of the parties a sum in respect of the expenses of the proceedings.

Any sum payable under this paragraph shall be credited to the Clearing Office of the successful party as a separate item.

21.

With a view to the rapid settlement of claims, due regard shall be paid in the appointment of all persons connected with the Clearing Offices or with the Mixed Arbitral Tribunal to their knowledge of the language of the other country concerned.

Each of the Clearing Offices will be at liberty to correspond with the other and to forward documents in its own language.

22.

Subject to any special agreement to the contrary between the Governments concerned debts shall carry interest in accordance with the following provisions:

Interest shall not be payable on sums of money due by way of dividend, interest or other periodical payments which themselves represent interest on capital.

The rate of interest shall be 5 per cent. per annum, except in cases where, by contract, law or custom, the creditor is entitled to payment of interest at a different rate. In such cases the rate to which he is entitled shall prevail.

Interest shall run from the date of commencement of hostilities (or, if the sum of money to be recovered fell due during the war, from the date at which it fell due) until the sum is credited to the Clearing Office of the creditor.

Sums due by way of interest shall be treated as debts admitted by the Clearing Offices and shall be credited to the Creditor Clearing Office in the same way as such debts.

23.

Where by decision of the Clearing Offices or the Mixed Arbitral Tribunal a claim is held not to fall within Article 248, the creditor shall be at liberty to

prosecute the claim before the Courts or to take such other proceedings as may be open to him.

The presentation of a claim to the Clearing Office suspends the operation of any period of prescription.

24.

The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

25.

In any case where a Creditor Clearing Office declines to notify a claim to the Debtor Clearing Office, or to take any step provided for in this Annex intended to make effective in whole or in part a request of which it has received due notice, the enemy creditor shall be entitled to receive from the Clearing Office a certificate setting out the amount of the claim, and shall then be entitled to prosecute the claim before the courts or to take such other proceedings as may be open to him.

SECTION IV

Property, Rights and Interests

ARTICLE 249

The question of private property, rights and interests in an enemy country shall be settled according to the principles laid down in this Section and to the provisions of the Annex hereto.

(*a*) The exceptional war measures and measures of transfer (defined in paragraph 3 of the Annex hereto) taken in the territory of the former Austrian Empire with respect to the property, rights and interests of nationals of Allied or Associated Powers, including companies and associations in which they are interested, when liquidation has not been completed, shall be immediately discontinued or stayed and the property, rights and interests concerned restored to their owners.

(*b*) Subject to any contrary stipulations which may be provided for in the present Treaty, the Allied and Associated Powers reserve the right to retain and liquidate all property, rights and interests which belong at the date of the coming into force of the present Treaty to nationals of the former Austrian Empire, or companies controlled by them, and are within the territories, colonies, possessions and protectorates of such Powers (including territories ceded to them by the present Treaty) or are under the control of those Powers.

The liquidation shall be carried out in accordance with the laws of the Allied or Associated States concerned, and the owner shall not be able to dispose of such property, rights or interests nor to subject them to any charge without the consent of that State.

Persons who within six months of the coming into force of the present Treaty show that they have acquired *ipso facto* in accordance with its provisions the nationality of an Allied or Associated Power, including those who under Articles 72 or 76 obtain such nationality with the consent of competent authorities, or who under Articles 74 or 77 acquire such nationality in virtue of previous rights of citizenship (*pertinenza*) will not be considered as nationals of the former Austrian Empire within the meaning of this paragraph.

(*c*) The price or the amount of compensation in respect to the exercise of the right referred to in paragraph (*b*) will be fixed in accordance with the methods of sale or valuation adopted by the laws of the country in which the property has been retained or liquidated.

(*d*) As between the Allied and Associated Powers and their nationals on the one hand and nationals of the former Austrian Empire on the other hand, as also between Austria on the one hand and the Allied and Associated Powers and their nationals on the other hand, all the exceptional war measures, or measures of transfers, or acts done or to be done in execution of such measures as defined in paragraphs 1 and 3 of the Annex hereto shall be considered as final and binding upon all persons except as regards the reservations laid down in the present Treaty.

(*e*) The nationals of Allied and Associated Powers shall be entitled to compensation in respect of damage or injury inflicted upon their property, rights or interests, including any company or association in which they are interested, in the territory of the former Austrian Empire, by the application either of the exceptional war measures or measures of transfer mentioned in paragraphs 1 and 3 of the Annex hereto. The claims made in this respect by such nationals shall be investigated, and the total of the compensation shall be determined by the Mixed Arbitral Tribunal provided for in Section VI or by an arbitrator appointed by that Tribunal. This compensation shall be borne by Austria, and may be charged upon the property of nationals of the former Austrian Empire, or companies controlled by them, as defined in paragraph (*b*), within the territory or under the control of the claimant's State. This property may be constituted as a pledge for enemy liabilities under the conditions fixed by paragraph 4 of the Annex hereto. The payment of this compensation may be made by the Allied or Associated State, and the amount will be debited to Austria.

(*f*) Whenever a national of an Allied or Associated Power is entitled to property which has been subjected to a measure of transfer in the territory of the former Austrian Empire and expresses a desire for its restitution, his claim for compensation in accordance with paragraph (*e*) shall be satisfied by the restitution of the said property if it still exist in specie.

In such case Austria shall take all necessary steps to restore the evicted owner to the possession of his property, free from all encumbrances or burdens

with which it may have been charged after the liquidation, and to indemnify all third parties injured by the restitution.

If the restitution provided for in this paragraph cannot be effected, private agreements arranged by the intermediation of the Powers concerned or the Clearing Offices provided for in the Annex to Section III may be made, in order to secure that the national of the Allied or Associated Power may secure compensation for the injury referred to in paragraph (*e*) by the grant of advantages or equivalents which he agrees to accept in place of the property, rights or interests of which he was deprived.

Through restitution in accordance with this Article, the price or the amount of compensation fixed by the application of paragraph (*e*) will be reduced by the actual value of the property restored, account being taken of compensation in respect of loss of use or deterioration.

(*g*) The rights conferred by paragraph (*f*) are reserved to owners who are nationals of Allied or Associated Powers within whose territory legislative measures prescribing the general liquidation of enemy property, rights or interests were not applied before the signature of the Armistice.

(*h*) Except in cases where, by application of paragraph (*f*), restitutions in specie have been made, the net proceeds of sales of enemy property, rights or interests wherever situated carried out either by virtue of war legislation, or by application of this Article, and in general all cash assets of enemies, other than proceeds of sales of property or cash assets in Allied or Associated countries belonging to persons covered by the last sentence of paragraph (*b*) above, shall be dealt with as follows:

(1) As regards Powers adopting Section III and the Annex thereto, the said proceeds and cash assets shall be credited to the Power of which the owner is a national, through the Clearing Office established thereunder; any credit balance in favour of Austria resulting therefrom shall be dealt with as provided in Article 189, Part VIII (Reparation), of the present Treaty.

(2) As regards Powers not adopting Section III and the Annex thereto, the proceeds of the property, rights and interests, and the cash assets, of the nationals of Allied or Associated powers held by Austria shall be paid immediately to the person entitled thereto or to his Government; the proceeds of the property, rights and interests, and the cash assets of nationals of the former Austrian Empire, or companies controlled by them, as defined in paragraph (*b*), received by an Allied or Associated Power shall be subject to disposal by such Power in accordance with its laws and regulations and may be applied in payment of the claims and debts defined by this Article or paragraph 4 of the Annex hereto. Any such property, rights and interests or proceeds thereof or cash assets not used as above provided may be retained by the said Allied or Associated Power, and if retained, the cash value thereof shall be dealt with as provided in Article 189, Part VIII (Reparation), of the present Treaty.

(*i*) Subject to the provisions of Article 267, in the case of liquidations effected in new States, which are signatories of the present Treaty as Allied and Associated Powers, or in States which are not entitled to share in the reparation payments to be made by Austria, the proceeds of liquidations effected by such States shall, subject to the rights of the Reparation Commission under the present Treaty, particularly under Articles 181, Part VIII (Reparation), and 211, Part IX (Financial Clauses), be paid direct to the owner. If, on the application of that owner, the Mixed Arbitral Tribunal provided for by Section VI of this Part, or an arbitrator appointed by that Tribunal, is satisfied that the conditions of the sale or measures taken by the Government of the State in question outside its general legislation were unfairly prejudicial to the price obtained, they shall have discretion to award to the owner equitable compensation to be paid by that State.

(*j*) Austria undertakes to compensate her nationals in respect of the sale or retention of their property, rights or interests in Allied or Associated States.

(*k*) The amount of all taxes or imposts on capital levied or to be levied by Austria on the property, rights and interests of the nationals of the Allied or Associated Powers from November 3, 1918, until three months from the coming into force of the present Treaty, or, in the case of property, rights or interests which have been subjected to exceptional measures of war, until restitution in accordance with the present Treaty, shall be restored to the owners.

ARTICLE 250

Austria undertakes, with regard to the property, rights and interests, including companies and associations in which they were interested, restored to nationals of Allied and Associated Powers in accordance with the provisions of Article 249, paragraph (*a*) or (*f*):

(*a*) to restore and maintain, except as expressly provided in the present Treaty, the property, rights and interests of the nationals of Allied or Associated Powers in the legal position obtaining in respect of the property, rights and interests of nationals of the former Austrian Empire under the laws in force before the war;

(*b*) not to subject the property, rights or interests of the nationals of the Allied or Associated Powers to any measures in derogation of property rights which are not applied equally to the property, rights and interests of Austrian nationals, and to pay adequate compensation in the event of the application of these measures.

ANNEX

1.

In accordance with the provisions of Article 249, paragraph (*d*), the validity of vesting orders and of orders for the winding up of businesses or

companies, and of any other orders, directions, decisions or instructions of any court or any department of the Government of any of the High Contracting Parties made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights and interests is confirmed. The interests of all persons shall be regarded as having been effectively dealt with by any order, direction, decision or instruction dealing with property in which they may be interested, whether or not such interests are specifically mentioned in the order, direction, decision or instruction. No question shall be raised as to the regularity of a transfer of any property, rights or interests dealt with in pursuance of any such order, direction, decision or instruction. Every action taken with regard to any property, business or company, whether as regards its investigation, sequestration, compulsory administration, use, requisition, supervision or winding up, the sale or management of property, rights or interests, the collection or discharge of debts, the payment of costs, charges or expenses, or any other matter whatsoever, in pursuance of orders, directions, decisions or instructions of any court or of any department of the Government of any of the High Contracting Parties, made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights or interests, is confirmed. Provided that the provisions of this paragraph shall not be held to prejudice the titles to property heretofore acquired in good faith and for value and in accordance with the laws of the country in which the property is situated by nationals of the Allied and Associated Powers.

The provisions of this paragraph do not apply to such of the above-mentioned measures as have been taken by the former Austro-Hungarian Government in invaded or occupied territory, nor to such of the above-mentioned measures as have been taken by Austria or the Austrian authorities since November 3, 1918, all of which measures shall be void.

2.

No claim or action shall be made or brought against any Allied or Associated Power or against any person acting on behalf of or under the direction of any legal authority or department of the Government of such a Power by Austria or by any Austrian national or by or on behalf of any national of the former Austrian Empire wherever resident in respect of any act or omission with regard to his property, rights or interests during the war or in preparation for the war. Similarly no claim or action shall be made or brought against any person in respect of any act or omission under or in accordance with the exceptional war measures, laws or regulations of any Allied or Associated Power.

3.

In Article 249 and this Annex the expression "exceptional war measures" includes measures of all kinds, legislative, administrative, judicial or others,

that have been taken or will be taken hereafter with regard to enemy property, and which have had or will have the effect of removing from the proprietors the power of disposition over their property, though without affecting the ownership, such as measures of supervision, of compulsory administration, and of sequestration; or measures which have had or will have as an object the seizure of, the use, or the interference with enemy assets, for whatsoever motive, under whatsoever form or in whatsoever place. Acts in the execution of these measures include all detentions, instructions, orders or decrees of Government departments or courts applying these measures to enemy property, as well as acts performed by any person connected with the administration or the supervision of enemy property, such as the payment of debts, the collecting of credits, the payment of any costs, charges or expenses, or the collecting of fees.

Measures of transfer are those which have affected or will affect the ownership of enemy property by transferring it in whole or in part to a person other than the enemy owner, and without his consent, such as measures directing the sale, liquidation or devolution of ownership in enemy property, or the cancelling of titles or securities.

4.

All property, rights and interests of nationals of the former Austrian Empire within the territory of any Allied or Associated Power and the net proceeds of their sale, liquidation or other dealing therewith may be charged by that Allied or Associated Power in the first place with payment of amounts due in respect of claims by the nationals of that Allied or Associated Power with regard to their property, rights and interests, including companies and associations in which they are interested, in territory of the former Austrian Empire, or debts owing to them by Austrian nationals, and with payment of claims growing out of acts committed by the former Austro-Hungarian Government or by any Austrian authorities since July 28, 1914, and before that Allied or Associated Power entered into the war. The amount of such claims may be assessed by an arbitrator appointed by M. Gustave Ador, if he is willing, or if no such appointment is made by him, by an arbitrator appointed by the Mixed Arbitral Tribunal provided for in Section VI. They may be charged in the second place with payment of the amounts due in respect of claims by the nationals of such Allied or Associated Power with regard to their property, rights and interests in the territory of other enemy Powers, in so far as those claims are otherwise unsatisfied.

5.

Notwithstanding the provisions of Article 249, where immediately before the outbreak of war a company incorporated in an Allied or Associated State had rights in common with a company controlled by it and incorporated in Austria to the use of trade-marks in third countries, or enjoyed the use in

common with such company of unique means of reproduction of goods or articles for sale in third countries, the former company shall alone have the right to use these trade-marks in third countries to the exclusion of the Austrian company, and these unique means of reproduction shall be handed over to the former company, notwithstanding any action taken under war legislation in force in the Austro-Hungarian Monarchy with regard to the latter company or its business, industrial property or shares. Nevertheless, the former company, if requested, shall deliver to the latter company derivative copies permitting the continuation of reproduction of articles for use within Austrian territory.

6.

Up to the time when restitution is carried out in accordance with Article 249, Austria is responsible for the conservation of property, rights and interests of the nationals of Allied or Associated Powers, including companies and associations in which they are interested, that have been subjected by her to exceptional war measures.

7.

Within one year from the coming into force of the present Treaty the Allied or Associated Powers will specify the property, rights and interests over which they intend to exercise the right provided in Article 249, paragraph (*f*).

8.

The restitution provided in Article 249 will be carried out by order of the Austrian Government or of the authorities which have been substituted for it. Detailed accounts of the action of administrators shall be furnished to the interested persons by the Austrian authorities upon request, which may be made at any time after the coming into force of the present Treaty.

9.

Until completion of the liquidation provided for by Article 249, paragraph (*b*), the property, rights and interests of the persons referred to in that paragraph will continue to be subject to exceptional war measures that have been or will be taken with regard to them.

10.

Austria will, within six months from the coming into force of the present Treaty, deliver to each Allied or Associated Power all securities, certificates, deeds or other documents of title held by its nationals and relating to property, rights or interests situated in the territory of that Allied or Associated Power, including any shares, stock, debentures, debenture stock or other obligations of any company incorporated in accordance with the laws of that Power.

Austria will at any time on demand of any Allied or Associated Power furnish such information as may be required with regard to the property, rights and interests of Austrian nationals within the territory of such Allied

or Associated Power, or with regard to any transactions concerning such property, rights or interests effected since July 1, 1914.

11.

The expression "cash assets" includes all deposits or funds established before or after the existence of a state of war, as well as all assets coming from deposits, revenues or profits collected by administrators, sequestrators or others from funds placed on deposit or otherwise, but does not include sums belonging to the Allied or Associated Powers or to their component States, Provinces or Municipalities.

12.

All investments wheresoever effected with the cash assets of nationals of the High Contracting Parties, including companies and associations in which such nationals were interested, by persons responsible for the administration of enemy properties or having control over such administration, or by order of such persons or of any authority whatsoever, shall be annulled. These cash assets shall be accounted for irrespective of any such investment.

13.

Within one month from the coming into force of the present Treaty, or on demand at any time, Austria will deliver to the Allied and Associated Powers all accounts, vouchers, records, documents and information of any kind which may be within Austrian territory, and which concern the property, rights and interests of the nationals of those Powers, including companies and associations in which they are interested, that have been subjected to an exceptional war measure, or to a measure of transfer either in the territory of the former Austrian Empire or in territory occupied by that Empire or its allies.

The controllers, supervisors, managers, administrators, sequestrators, liquidators and receivers shall be personally responsible under guarantee of the Austrian Government for the immediate delivery in full of these accounts and documents, and for their accuracy.

14.

The provisions of Article 249 and this Annex relating to property, rights and interests in an enemy country, and the proceeds of the liquidation thereof, apply to debts, credits and accounts, Section III regulating only the method of payment.

In the settlement of matters provided for in Article 249 between Austria and the Allied or Associated Powers, their colonies or protectorates, or any one of the British Dominions or India, in respect of any of which a declaration shall not have been made that they adopt Section III, and between their respective nationals, the provisions of Section III respecting the currency in

which payment is to be made and the rate of exchange and of interest shall apply unless the Government of the Allied or Associated Power concerned shall within six months of the coming into force of the present Treaty notify Austria that one or more of the said provisions are not to be applied.

15.

The provisions of Article 249 and this Annex apply to industrial, literary and artistic property which has been or will be dealt with in the liquidation of property, rights, interests, companies or businesses under war legislation by the Allied or Associated Powers, or in accordance with the stipulation of Article 249, paragraph (*b*).

SECTION V

Contracts, Prescriptions, Judgments

ARTICLE 251

(*a*) Any contract concluded between enemies shall be regarded as having been dissolved as from the time when any two of the parties became enemies, except in respect of any debt or other pecuniary obligation arising out of any act done or money paid thereunder, and subject to the exceptions and special rules with regard to particular contracts or classes of contracts contained herein or in the Annex hereto.

(*b*) Any contract of which the execution shall be required in the general interest, within six months from the date of the coming into force of the present Treaty, by the Government of the Allied or Associated Power of which one of the parties is a national, shall be excepted from dissolution under this Article.

When the execution of the contract thus kept alive would, owing to the alteration of trade conditions, cause one of the parties substantial prejudice the Mixed Arbitral Tribunal provided for by Section VI shall be empowered to grant to the prejudiced party equitable compensation.

(*c*) Having regard to the provisions of the constitution and law of the United States of America, of Brazil, and of Japan, neither the present Article, nor Article 252, nor the Annex hereto shall apply to contracts made between nationals of these States and nationals of the former Austrian Empire; nor shall Article 257 apply to the United States of America or its nationals.

(*d*) The present Article and the Annex hereto shall not apply to contracts the parties to which became enemies by reason of one of them being an inhabitant of territory of which the sovereignty has been transferred, if such party shall acquire under the present Treaty the nationality of an Allied or Associated Power, nor shall they apply to contracts between nationals of the Allied and Associated Powers between whom trading has been

prohibited by reason of one of the parties being in Allied or Associated territory in the occupation of the enemy.

(*c*) Nothing in the present Article or the Annex hereto shall be deemed to invalidate a transaction lawfully carried out in accordance with a contract between enemies if it has been carried out with the authority of one of the belligerent Powers.

ARTICLE 252

(*a*) All periods of prescription, or limitation of right of action, whether they began to run before or after the outbreak of war, shall be treated in the territory of the High Contracting Parties, so far as regards relations between enemies, as having been suspended for the duration of the war. They shall begin to run again at earliest three months after the coming into force of the present Treaty. This provision shall apply to the period prescribed for the presentation of interest or dividend coupons or for the presentation for repayment of securities drawn for repayment or repayable on any other ground.

(*b*) Where, on account of failure to perform any act or comply with any formality during the war, measures of execution have been taken in the territory of the former Austrian Empire to the prejudice of a national of an Allied or Associated Power, the claim of such national shall, if the matter does not fall within the competence of the Courts of an Allied or Associated Power, be heard by the Mixed Arbitral Tribunal provided for by Section VI.

(*c*) Upon the application of any interested person who is a national of an Allied or Associated Power the Mixed Arbitral Tribunal shall order the restoration of the rights which have been prejudiced by the measures of execution referred to in paragraph (*b*), wherever, having regard to the particular circumstances of the case, such restoration is equitable and possible.

If such restoration is inequitable or impossible the Mixed Arbitral Tribunal may grant compensation to the prejudiced party to be paid by the Austrian Government.

(*d*) Where a contract between enemies has been dissolved by reason either of failure on the part of either party to carry out its provisions or of the exercise of a right stipulated in the contract itself the party prejudiced may apply to the Mixed Arbitral Tribunal for relief. The Tribunal will have the powers provided for in paragraph (*c*).

(*e*) The provisions of the preceding paragraphs of this Article shall apply to the nationals of Allied and Associated Powers who have been prejudiced by reason of measures referred to above taken by the authorities of the former Austrian Government in invaded or occupied territory, if they have not been otherwise compensated.

(*f*) Austria shall compensate any third party who may be prejudiced

by any restitution or restoration ordered by the Mixed Arbitral Tribunal under the provisions of the preceding paragraphs of this Article.

(*g*) As regards negotiable instruments, the period of three months provided under paragraph (*a*) shall commence as from the date on which any exceptional regulations applied in the territories of the interested Power with regard to negotiable instruments shall have definitely ceased to have force.

Article 253

As between enemies no negotiable instrument made before the war shall be deemed to have become invalid by reason only of failure within the required time to present the instrument for acceptance or payment or to give notice of non-acceptance or non-payment to drawers or indorsers or to protest the instrument, nor by reason of failure to complete any formality during the war.

Where the period within which a negotiable instrument should have been presented for acceptance or for payment, or within which notice of non-acceptance or non-payment should have been given to the drawer or indorser, or within which the instrument should have been protested, has elapsed during the war, and the party who should have presented or protested the instrument or have given notice of non-acceptance or non-payment has failed to do so during the war, a period of not less than three months from the coming into force of the present Treaty shall be allowed within which presentation, notice of non-acceptance or non-payment or protest may be made.

Article 254

Judgments given by the Courts of an Allied or Associated Power in all cases which, under the present Treaty, they are competent to decide, shall be recognised in Austria as final, and shall be enforced without it being necessary to have them declared executory.

If a judgment or measure of execution in respect of any dispute which may have arisen has been given during the war by a judicial authority of the former Austrian Empire against a national of an Allied or Associated Power, or a company or association in which one of such nationals was interested, in a case in which either such national or such company or association was not able to make their defence, the Allied and Associated national who has suffered prejudice thereby shall be entitled to recover compensation to be fixed by the Mixed Arbitral Tribunal provided for in Section VI.

At the instance of the national of the Allied or Associated Power the compensation above-mentioned may, upon order to that effect of the Mixed Arbitral Tribunal, be effected where it is possible by replacing the parties in the situation which they occupied before the judgment was given by the Austrian Court.

The above compensation may likewise be obtained before the Mixed Arbitral Tribunal by the nationals of Allied or Associated Powers who have suffered prejudice by judicial measures taken in invaded or occupied territories, if they have not been otherwise compensated.

ARTICLE 255

For the purpose of Sections III, IV, V and VII, the expression "during the war" means for each Allied or Associated Power the period between the commencement of the state of war between that Power and the former Austro-Hungarian Monarchy and the coming into force of the present Treaty.

ANNEX

I. *General Provisions*

1.

Within the meaning of Articles 251, 252, and 253, the parties to a contract shall be regarded as enemies when trading between them shall have been prohibited by or otherwise became unlawful under laws, orders or regulations to which one of those parties was subject. They shall be deemed to have become enemies from the date when such trading was prohibited or otherwise became unlawful.

2.

The following classes of contracts are excepted from dissolution by Article 251 and, without prejudice to the rights contained in Article 249 (*b*) of Section IV, remain in force subject to the application of domestic laws, orders or regulations made during the war by the Allied and Associated Powers and subject to the terms of the contracts:

(*a*) Contracts having for their object the transfer of estates or of real or personal property where the property therein had passed or the object had been delivered before the parties became enemies;

(*b*) Leases and agreements for leases of land and houses;

(*c*) Contracts of mortgage, pledge, or lien;

(*d*) Concessions concerning mines, quarries or deposits;

(*e*) Contracts between individuals or companies and States, provinces, municipalities or other similar juridical persons charged with administrative functions, and concessions granted by States, provinces, municipalities or other similar juridical persons charged with administrative functions.

3.

If the provisions of a contract are in part dissolved under Article 251, the remaining provisions of that contract shall, subject to the same application of domestic laws as is provided for in paragraph 2, continue in force if they

are severable, but where they are not severable the contract shall be deemed to have been dissolved in its entirety.

II. *Provisions relating to certain classes of Contracts*

STOCK EXCHANGE AND COMMERCIAL EXCHANGE CONTRACTS

4.

(*a*) Rules made during the war by any recognised Exchange or Commercial Association providing for the closure of contracts entered into before the war by an enemy are confirmed by the High Contracting Parties, as also any action taken thereunder, provided:

(1) that the contract was expressed to be made subject to the rules of the Exchange or Association in question;

(2) that the rules applied to all persons concerned;

(3) that the conditions attaching to the closure were fair and reasonable.

(*b*) The preceding paragraph shall not apply to rules made during the occupation by Exchanges or Commercial Associations in the districts occupied by the enemy.

(*c*) The closure of contracts relating to cotton "futures," which were closed as on July 31, 1914, under the decision of the Liverpool Cotton Association, is also confirmed.

SECURITY

5.

The sale of a security held for an unpaid debt owing by an enemy shall be deemed to have been valid irrespective of notice to the owner if the creditor acted in good faith and with reasonable care and prudence, and no claim by the debtor on the ground of such sale shall be admitted.

This stipulation shall not apply to any sale of securities effected by an enemy during the occupation in regions invaded or occupied by the enemy.

NEGOTIABLE INSTRUMENTS

6.

As regards Powers which adopt Section III and the Annex thereto the pecuniary obligations existing between enemies and resulting from the issue of negotiable instruments shall be adjusted in conformity with the said Annex by the instrumentality of the Clearing Offices, which shall assume the rights of the holder as regards the various remedies open to him.

7.

If a person has either before or during the war become liable upon a negotiable instrument in accordance with an undertaking given to him by a person who has subsequently become an enemy, the latter shall remain liable to

indemnify the former in respect of his liability notwithstanding the outbreak of war.

III. *Contracts of Insurance*

8.

Contracts of insurance entered into by any person with another person who subsequently became an enemy will be dealt with in accordance with the following paragraphs.

FIRE INSURANCE

9.

Contracts for the insurance of property against fire entered into by a person interested in such property with another person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of war, or by the fact of the person becoming an enemy, or on account of the failure during the war and for a period of three months thereafter to perform his obligations under the contract, but they shall be dissolved at the date when the annual premium becomes payable for the first time after the expiration of a period of three months after the coming into force of the present Treaty.

A settlement shall be effected of unpaid premiums which became due during the war or of claims for losses which occurred during the war.

10.

Where by administrative or legislative action an insurance against fire effected before the war has been transferred during the war from the original to another insurer, the transfer will be recognised and the liability of the original insurer will be deemed to have ceased as from the date of the transfer. The original insurer will, however, be entitled to receive on demand full information as to the terms of the transfer, and if it should appear that these terms were not equitable they shall be amended so far as may be necessary to render them equitable.

Furthermore, the insured shall, subject to the concurrence of the original insurer, be entitled to retransfer the contract to the original insurer as from the date of the demand.

LIFE INSURANCE

11.

Contracts of life insurance entered into between an insurer and a person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of the war, or by the fact of the person becoming an enemy.

Any sum which during the war became due upon a contract deemed not to have been dissolved under the preceding provision shall be recoverable after

the war with the addition of interest at five per cent. per annum from the date of its becoming due up to the day of payment.

Where the contract has lapsed during the war owing to non-payment of premiums, or has become void from breach of the conditions of the contract, the assured or his representatives or the persons entitled shall have the right at any time within twelve months of the coming into force of the present Treaty to claim from the insurer the surrender value of the policy at the date of its lapse or avoidance.

Where the contract has lapsed during the war owing to non-payment of premiums the payment of which has been prevented by the enforcement of measures of war, the assured or his representative or the persons entitled shall have the right to restore the contract on payment of the premiums with interest at five per cent. per annum within three months from the coming into force of the present Treaty.

12.

Where contracts of life insurance have been entered into by a local branch of an insurance company established in a country which subsequently became an enemy country, the contract shall, in the absence of any stipulation to the contrary in the contract itself, be governed by the local law, but the insurer shall be entitled to demand from the insured or his representatives the refund of sums paid on claims made or enforced under measures taken during the war, if the making or enforcement of such claims was not in accordance with the terms of the contract itself or was not consistent with the laws or treaties existing at the time when it was entered into.

13.

In any case where by the law applicable to the contract the insurer remains bound by the contract notwithstanding the non-payment of premiums until notice is given to the insured of the termination of the contract, he shall be entitled, where the giving of such notice was prevented by the war, to recover the unpaid premiums with interest at five per cent. per annum from the insured.

14.

Insurance contracts shall be considered as contracts of life assurance for the purpose of paragraphs 11 to 13 when they depend on the probabilities of human life combined with the rate of interest for the calculation of the reciprocal engagements between the two parties.

MARINE INSURANCE

15.

Contracts of marine insurance including time policies and voyage policies entered into between an insurer and a person who subsequently became an

enemy shall be deemed to have been dissolved on his becoming an enemy, except in cases where the risk undertaken in the contract had attached before he became an enemy.

Where the risk had not attached, money paid by way of premium or otherwise shall be recoverable from the insurer.

Where the risk had attached effect shall be given to the contract notwithstanding the party becoming an enemy, and sums due under the contract either by way of premiums or in respect of losses shall be recoverable after the coming into force of the present Treaty.

In the event of any agreement being come to for the payment of interest on sums due before the war to or by the nationals of States which have been at war and recovered after the war, such interest shall be in the case of losses recoverable under contracts of marine insurance run from the expiration of a period of one year from the date of the loss.

16.

No contract of marine insurance with an insured person who subsequently became an enemy shall be deemed to cover losses due to belligerent action by the Power of which the insurer was a national or by the allies or associates of such Power.

17.

Where it is shown that a person who had before the war entered into a contract of marine insurance with an insurer who subsequently became an enemy entered after the outbreak of war into a new contract covering the same risk with an insurer who was not an enemy, the new contract shall be deemed to be substituted for the original contract as from the date when it was entered into, and the premiums payable shall be adjusted on the basis of the original insurer having remained liable on the contract only up till the time when the new contract was entered into.

OTHER INSURANCES

18.

Contracts of insurance entered into before the war between an insurer and a person who subsequently became an enemy, other than contracts dealt with in paragraphs 9 to 17, shall be treated in all respects on the same footing as contracts of fire insurance between the same persons would be dealt with under the said paragraphs.

RE-INSURANCE

19.

All treaties of re-insurance with a person who became an enemy shall be regarded as having been abrogated by the person becoming an enemy, but without prejudice in the case of life or marine risks which had attached before

the war to the right to recover payment after the war for sums due in respect of such risks.

Nevertheless, if, owing to invasion, it has been impossible for the re-insured to find another re-insurer, the treaty shall remain in force until three months after the coming into force of the present Treaty.

Where a re-insurance treaty becomes void under this paragraph, there shall be an adjustment of accounts between the parties in respect both of premiums paid and payable and of liabilities for losses in respect of life or marine risks which had attached before the war. In the case of risks other than those mentioned in paragraphs 11 to 17 the adjustment of accounts shall be made as at the date of the parties becoming enemies without regard to claims for losses which may have occurred since that date.

20.

The provisions of the preceding paragraph will extend equally to re-insurances, existing at the date of the parties becoming enemies, of particular risks undertaken by the insurer in a contract of insurance against any risks other than life or marine risks.

21.

Re-insurance of life risks effected by particular contracts and not under any general treaty remain in force.

22.

In case of a re-insurance effected before the war of a contract of marine insurance, the cession of a risk which had been ceded to the re-insurer shall, if it had attached before the outbreak of war, remain valid and effect be given to the contract notwithstanding the outbreak of war; sums due under the contract of re-insurance in respect either of premiums or of losses shall be recoverable after the war.

23.

The provisions of paragraphs 16 and 17 and the last part of paragraph 15 shall apply to contracts for the re-insurance of marine risks.

SECTION VI

Mixed Arbitral Tribunal

ARTICLE 256

(*a*) Within three months from the coming into force of the present Treaty, a Mixed Arbitral Tribunal shall be established between each of the Allied and Associated Powers on the one hand and Austria on the other

hand. Each such Tribunal shall consist of three members. Each of the Governments concerned shall appoint one of these members. The President shall be chosen by agreement between the two Governments concerned.

In case of failure to reach agreement, the President of the Tribunal and two other persons, either of whom may in case of need take his place, shall be chosen by the Council of the League of Nations, or, until this is set up, by M. Gustave Ador if he is willing. These persons shall be nationals of Powers that have remained neutral during the war.

If in case there is a vacancy a Government does not proceed within a period of one month to appoint as provided above a member of the Tribunal, such member shall be chosen by the other Government from the two persons mentioned above other than the President.

The decision of the majority of the members of the Tribunal shall be the decision of the Tribunal.

(*b*) The Mixed Arbitral Tribunals established pursuant to paragraph (*a*) shall decide all questions within their competence under Sections III, IV, V and VII.

In addition, all questions, whatsoever their nature, relating to contracts concluded before the coming into force of the present Treaty between nationals of the Allied and Associated Powers and Austrian nationals shall be decided by the Mixed Arbitral Tribunal, always excepting questions which, under the laws of the Allied, Associated or Neutral Powers, are within the jurisdiction of the National Courts of those Powers. Such questions shall be decided by the National Courts in question, to the exclusion of the Mixed Arbitral Tribunal. The party who is a national of an Allied or Associated Power may nevertheless bring the case before the Mixed Arbitral Tribunal if this is not prohibited by the laws of his country.

(*c*) If the number of cases justifies it, additional members shall be appointed and each Mixed Arbitral Tribunal shall sit in divisions. Each of these divisions will be constituted as above.

(*d*) Each Mixed Arbitral Tribunal will settle its own procedure except in so far as it is provided in the following Annex, and is empowered to award the sums to be paid by the loser in respect of the costs and expenses of the proceedings.

(*e*) Each Government will pay the remuneration of the member of the Mixed Arbitral Tribunal appointed by it and of any agent whom it may appoint to represent it before the Tribunal. The remuneration of the President will be determined by special agreement between the Governments concerned; and this remuneration and the joint expenses of each Tribunal will be paid by the two Governments in equal moieties.

(*f*) The High Contracting Parties agree that their courts and authorities shall render to the Mixed Arbitral Tribunals direct all the assistance in their power, particularly as regards transmitting notices and collecting evidence.

(*g*) The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

ANNEX

1.

Should one of the members of the Tribunal either die, retire, or be unable for any reason whatever to discharge his functions, the same procedure will be followed for filling the vacancy as was followed for appointing him.

2.

The Tribunal may adopt such rules of procedure as shall be in accordance with justice and equity and decide the order and time at which each party must conclude its arguments, and may arrange all formalities required for dealing with the evidence.

3.

The agent and counsel of the parties on each side are authorized to present orally and in writing to the Tribunal arguments in support or in defence of each case.

4.

The Tribunal shall keep record of the questions and cases submitted and the proceedings thereon, with the dates of such proceedings.

5.

Each of the Powers concerned may appoint a secretary. These secretaries shall act together as joint secretaries of the Tribunal and shall be subject to its direction. The Tribunal may appoint and employ any other necessary officer or officers to assist in the performance of its duties.

6.

The Tribunal shall decide all questions and matters submitted upon such evidence and information as may be furnished by the parties concerned.

7.

The High Contracting Parties agree to give the Tribunal all facilities and information required by it for carrying out its investigations.

8.

The language in which the proceedings shall be conducted shall, unless otherwise agreed, be English, French, Italian or Japanese, as may be determined by the Allied or Associated Power concerned.

9.

The place and time for the meetings of each Tribunal shall be determined by the President of the Tribunal.

ARTICLE 257

Whenever a competent court has given or gives a decision in a case covered by Sections III, IV, V or VII, and such decision is inconsistent with the provisions of such Sections, the party who is prejudiced by the decision shall be entitled to obtain redress which shall be fixed by the Mixed Arbitral Tribunal. At the request of the national of an Allied or Associated Power, the redress may, whenever possible, be effected by the Mixed Arbitral Tribunal directing the replacement of the parties in the position occupied by them before the judgment was given by the court of the former Austrian Empire.

SECTION VII

Industrial Property

ARTICLE 258

Subject to the stipulations of the present Treaty, rights of industrial, literary and artistic property, as such property is defined by the International Conventions of Paris and of Berne, mentioned in Articles 237 and 239, shall be re-established or restored, as from the coming into force of the present Treaty, in the territories of the High Contracting Parties, in favour of the persons entitled to the benefit of them at the moment when the state of war commenced, or their legal representatives. Equally, rights which, except for the war, would have been acquired during the war in consequence of an application made for the protection of industrial property, or the publication of a literary or artistic work, shall be recognised and established in favour of those persons who would have been entitled thereto, from the coming into force of the present Treaty.

Nevertheless, all acts done by virtue of the special measures taken during the war under legislative, executive or administrative authority of any Allied or Associated Power in regard to the rights of nationals of the former Austrian Empire in industrial, literary or artistic property shall remain in force and shall continue to maintain their full effect.

No claim shall be made or action brought by Austria or Austrian nationals or by or on behalf of nationals of the former Austrian Empire in respect of the use during the war by the Government of any Allied or Associated Power, or by any persons acting on behalf or with the assent of such Government of any rights in industrial, literary or artistic property, nor in respect of the sale, offering for sale or use of any products, articles or apparatus whatsoever to which such rights applied.

Unless the legislation of any one of the Allied or Associated Powers in force at the moment of the signature of the present Treaty otherwise directs, sums due or paid in respect of the property of persons referred to in Article 249 (*b*) and in virtue of any act or operation resulting from the execution

of the special measures mentioned in the second paragraph of this Article shall be dealt with in the same way as other sums due to such persons are directed to be dealt with by the present Treaty; and sums produced by any special measures taken by the Government of the former Austrian Empire in respect of rights in industrial, literary or artistic property belonging to the nationals of the Allied or Associated Powers shall be considered and treated in the same way as other debts due from Austrian nationals.

Each of the Allied and Associated Powers reserves to itself the right to impose such limitations, conditions or restrictions on rights of industrial, literary or artistic property (with the exception of trade-marks) acquired before or during the war, or which may be subsequently acquired in accordance with its legislation, by Austrian nationals, whether by granting licenses, or by the working, or by preserving control over their exploitation, or in any other way, as may be considered necessary for national defence, or in the public interest, or for assuring the fair treatment by Austria of the rights of industrial, literary and artistic property held in Austrian territory by its nationals, or for securing the due fulfilment of all obligations undertaken by Austria in the present Treaty. As regards rights of industrial, literary and artistic property acquired after the coming into force of the present Treaty, the right so reserved by the Allied and Associated Powers shall only be exercised in cases where these limitations, conditions or restrictions may be considered necessary for national defence or in the public interest.

In the event of the application of the provisions of the preceding paragraph by any Allied or Associated Power, there shall be paid reasonable indemnities or royalties, which shall be dealt with in the same way as other sums due to Austrian nationals are directed to be dealt with by the present Treaty.

Each of the Allied or Associated Powers reserves the right to treat as void and of no effect any transfer in whole or in part of or other dealing with rights of or in respect of industrial, literary or artistic property effected after July 28, 1914, or in the future, which would have the result of defeating the objects of the provisions of this Article.

The provisions of this Article shall not apply to rights in industrial, literary or artistic property which have been dealt with in the liquidation of businesses or companies under war legislation by the Allied or Associated Powers, or which may be so dealt with by virtue of Article 249, paragraph (*b*).

Article 259

A minimum of one year after the coming into force of the present Treaty shall be accorded to the nationals of the High Contracting Parties, without extension fees or other penalty, in order to enable such persons to accomplish any act, fulfil any formality, pay any fees, and generally satisfy any obligation prescribed by the laws or regulations of the respective States relating to

the obtaining, preserving or opposing rights to, or in respect of, industrial property either acquired before July 28, 1914, or which, except for the war, might have been acquired since that date as a result of an application made before the war or during its continuance, but nothing in this Article shall give any right to re-open interference proceedings in the United States of America where a final hearing has taken place.

All rights in, or in respect of, such property which may have lapsed by reason of any failure to accomplish any act, fulfil any formality, or make any payment, shall revive, but subject in the case of patents and designs to the imposition of such conditions as each Allied or Associated Power may deem reasonably necessary for the protection of persons who have manufactured or made use of the subject matter of such property while the rights had lapsed. Further, where rights to patents or designs belonging to Austrian nationals are revived under this Article, they shall be subject in respect of the grant of licences to the same provisions as would have been applicable to them during the war, as well as to all the provisions of the present Treaty.

The period from July 28, 1914, until the coming into force of the present Treaty shall be excluded in considering the time within which a patent should be worked or a trade mark or design used, and it is further agreed that no patent, registered trade mark or design in force on July 28, 1914, shall be subject to revocation or cancellation by reason only of the failure to work such patent or use such trade mark or design for two years after the coming into force of the present Treaty.

Article 260

The rights of priority provided by Article 4 of the International Convention for the Protection of Industrial Property of Paris of March 20, 1883, revised at Washington in 1911, or by any other Convention or Statute, for the filing or registration of applications for patents or models of utility, and for the registration of trade marks, designs and models which had not expired on July 28, 1914, and those which have arisen during the war, or would have arisen but for the war, shall be extended by each of the High Contracting Parties in favour of all nationals of the other High Contracting Parties for a period of six months after the coming into force of the present Treaty.

Nevertheless, such extension shall in no way affect the right of any of the High Contracting Parties or of any person who before the coming into force of the present Treaty was *bona fide* in possession of any rights of industrial property conflicting with rights applied for by another who claims rights of priority in respect of them, to exercise such rights by itself or himself personally, or by such agents or licensees as derived their rights from it or him before the coming into force of the present Treaty; and such persons shall not be amenable to any action or other process of law in respect of infringement.

ARTICLE 261

No action shall be brought and no claim made by nationals of the former Austrian Empire, or by persons residing or carrying on business within the territory of that Empire, on the one part, and on the other part by persons residing or carrying on business in the territory of the Allied or Associated Powers, or persons who are nationals of such Powers respectively, or by any one deriving title during the war from such persons, by reason of any action which has taken place within the territory of the other party between the date of the existence of a state of war and that of the coming into force of the present Treaty, which might constitute an infringement of the rights of industrial property or rights of literary and artistic property, either existing at any time during the war or revived under the provisions of Articles 259 and 260.

Equally, no action for infringement of industrial, literary or artistic property rights by such persons shall at any time be permissible in respect of the sale or offering for sale for a period of one year after the signature of the present Treaty in the territories of the Allied or Associated Powers on the other hand or Austria on the other, of products or articles manufactured, or of literary or artistic works published, during the period between the existence of a state of war and the signature of the present Treaty, or against those who have acquired and continue to use them. It is understood, nevertheless, that this provision shall not apply when the possessor of the rights was domiciled or had an industrial or commercial establishment in the districts occupied by the Austro-Hungarian armies during the war.

This Article shall not apply as between the United States of America on the one hand and Austria on the other.

ARTICLE 262

Licences in respect of industrial, literary or artistic property concluded before the war between nationals of the Allied or Associated Powers or persons residing in their territory or carrying on business therein, on the one part, and nationals of the former Austrian Empire, on the other part, shall be considered as cancelled as from the date of the existence of a state of war between the former Austro-Hungarian Monarchy and the Allied or Associated Power. But, in any case, the former beneficiary of a contract of this kind shall have the right, within a period of six months after the coming into force of the present Treaty, to demand from the proprietor of the rights the grant of a new licence, the conditions of which, in default of agreement between the parties, shall be fixed by the duly qualified tribunal in the country under whose legislation the rights had been acquired, except in the case of licences held in respect of rights acquired under the law of the former Austrian Empire. In such cases the conditions shall be fixed by the Mixed Arbitral Tribunal referred to in Section VI of this Part. The tribunal may, if necessary, fix also the

amount which it may deem just should be paid by reason of the use of the rights during the war.

No licence in respect of industrial, literary or artistic property, granted under the special war legislation of any Allied or Associated Power, shall be affected by the continued existence of any licence entered into before the war, but shall remain valid and of full effect, and a licence so granted to the former beneficiary of a licence entered into before the war shall be considered as substituted for such licence.

Where sums have been paid during the war in respect of the rights of persons referred to in Article 249 (*b*) by virtue of a licence or agreement concluded before the war in respect of rights of industrial property or for the reproduction or the representation of literary, dramatic or artistic works, these sums shall be dealt with in the same manner as other debts or credits of such persons as provided by the present Treaty.

This Article shall not apply as between the United States of America on the one hand and Austria on the other.

SECTION VIII

Special Provisions Relating to Transferred Territory

ARTICLE 263

Of the individuals and juridical persons previously nationals of the former Austrian Empire, including Bosnia-Herzegovinians, those who acquire *ipso facto* under the present Treaty the nationality of an Allied or Associated Power are designated in the provisions which follow by the expression "nationals of the former Austrian Empire"; the remainder are designated by the expression "Austrian nationals."

ARTICLE 264

The inhabitants of territories transferred by virtue of the present Treaty shall, notwithstanding this transfer and the change of nationality consequent thereon, continue to enjoy in Austria all the rights in industrial, literary and artistic property to which they were entitled under the legislation in force at the time of the transfer.

ARTICLE 265

The questions concerning the nationals of the former Austrian Empire, as well as Austrian nationals, their rights, privileges and property, which are not dealt with in the present Treaty, or in the Treaty prepared for the purpose of regulating certain immediate relations between the States to which territory of the former Austro-Hungarian Monarchy has been transferred, or arising from the dismemberment of that Monarchy, shall form the subject of special

conventions between the States concerned, including Austria; such conventions shall not in any way conflict with the provisions of the present Treaty.

For this purpose it is agreed that three months from the coming into force of the present Treaty a Conference of delegates of the States in question shall take place.

ARTICLE 266

The Austrian Government shall without delay restore to nationals of the former Austrian Empire their property, rights and interests situated in Austrian territory.

The amount of taxes and imposts on capital which have been levied or increased on the property, rights and interests of nationals of the former Austrian Empire since November 3, 1918, or which shall be levied or increased until restitution in accordance with the provisions of the present Treaty, or, in the case of property, rights and interests which have not been subjected to exceptional measures of war, until three months from the coming into force of the present Treaty, shall be returned to the owners.

The property, rights, and interests restored shall not be subject to any tax levied in respect of any other property or any other business owned by the same person after such property had been removed from Austria, or such business had ceased to be carried on therein.

If taxes of any kind have been paid in anticipation in respect of property, rights and interests removed from Austria, the proportion of such taxes paid for any period subsequent to the removal of the property, rights and interests in question shall be returned to the owners.

Cash assets shall be paid in the currency and at the rate of exchange provided for the case of debts under Articles 248 (*d*) and 271.

Legacies, donations and funds given or established in the former Austro-Hungarian Monarchy for the benefit of nationals of the former Austrian Empire shall be placed by Austria, so far as the funds in question are in her territory, at the disposition of the Allied or Associated Power of which the persons in question are now nationals, in the condition in which these funds were on July 28, 1914, taking account of payments properly made for the purpose of the Trust.

ARTICLE 267

Notwithstanding the provisions of Article 249 and the Annex to Section IV the property, rights and interests of Austrian nationals or companies controlled by them situated in the territories which formed part of the former Austro-Hungarian Monarchy shall not be subject to retention or liquidation in accordance with these provisions.

Such property, rights and interests shall be restored to their owners freed from any measure of this kind, or from any other measure of transfer, compulsory administration or sequestration, taken since November 3, 1918, until

the coming into force of the present Treaty, in the condition in which they were before the application of the measures in question.

The property, rights and interests here referred to do not include property which is the subject of Article 208, Part IX (Financial Clauses).

Nothing in this Article shall affect the provisions laid down in Part VIII (Reparation) Section I, Annex III as to property of Austrian nationals in ships and boats.

ARTICLE 268

All contracts for the sale of goods for delivery by sea concluded before January 1, 1917, between nationals of the former Austrian Empire on the one part and the administrations of the former Austro-Hungarian Monarchy, Austria, or Bosnia-Herzegovina, or Austrian nationals on the other part shall be annulled, except in respect of any debt or other pecuniary obligation arising out of any act done or money paid thereunder. All other contracts between such parties which were made before November 1, 1918, and were in force at that date shall be maintained.

ARTICLE 269

With regard to prescriptions, limitations and forfeitures in the transferred territories, the provisions of Articles 252 and 253 shall be applied with substitution for the expression "outbreak of war" of the expression "date, which shall be fixed by administrative decision of each Allied or Associated Power, at which relations between the parties became impossible in fact or in law," and for the expression "duration of the war" of the expression "period between the date above indicated and that of the coming into force of the present Treaty."

ARTICLE 270

Austria undertakes not to impede in any way the transfer of property, rights or interests belonging to a company incorporated in accordance with the laws of the former Austro-Hungarian Monarchy, in which Allied or Associated nationals are interested, to a company incorporated in accordance with the laws of any other Power, to facilitate all measures necessary for giving effect to such transfer, and to render any assistance which may be required for effecting the restoration to Allied or Associated nationals, or to companies in which they are interested, of their property, rights or interests whether in Austria or in transferred territory.

ARTICLE 271

Section III, except Article 248 (*d*), shall not apply to debts contracted between Austrian nationals and nationals of the former Austrian Empire.

Subject to the special provisions laid down in Article 248 (*d*) for the case of the new States, these debts shall be paid in the legal currency at the time of payment of the State of which the national of the former Austrian Empire

has become a national, and the rate of exchange applicable shall be the average rate quoted on the Geneva Exchange during the two months preceding November 1, 1918.

ARTICLE 272

Insurance companies whose principal place of business was in territory which previously formed part of the former Austro-Hungarian Monarchy shall have the right to carry on their business in Austrian Territory for a period of ten years from the coming into force of the present Treaty, without the rights which they previously enjoyed being affected in any way by the change of nationality.

During the above period the operations of such companies shall not be subjected by Austria to any higher tax or charge than shall be imposed on the operations of national companies. No measure in derogation of their rights of property shall be imposed upon them which is not equally applied to the property, rights or interests of Austrian insurance companies; adequate compensation shall be paid in the event of the application of any such measures.

These provisions shall only apply so long as Austrian insurance companies previously carrying on business in the transferred territories, even if their principal place of business was outside such territories, are reciprocally accorded a similar right to carry on their business therein.

After the period of ten years above referred to, the provisions of Article 228 of the present Treaty shall apply in regard to the Allied and Associated companies in question.

ARTICLE 273

Special agreements will determine the division of the property of associations or public corporations carrying on their functions in territory which is divided in consequence of the present Treaty.

ARTICLE 274

States to which territory of the former Austro-Hungarian Monarchy is transferred, and States arising from the dismemberment of that Monarchy, shall recognize and give effect to rights of industrial, literary and artistic property in force in the territory at the time when it passes to the State in question, or re-established or restored in accordance with the provisions of Article 258 of the present Treaty. These rights shall remain in force in that territory for the same period as that for which they would have remained in force under the law of the former Austro-Hungarian Monarchy.

A special convention shall determine all questions relative to the records, registers and copies in connection with the protection of industrial, literary or artistic property, and fix their eventual transmission or communication by the Offices of the former Austro-Hungarian Monarchy to the Offices of the States to which are transferred territory of the said Monarchy and to the Offices of new States.

ARTICLE 275

Without prejudice to other provisions of the present Treaty, the Austrian Government undertakes so far as it is concerned to hand over to any Power to which territory of the former Austro-Hungarian Monarchy is transferred, or which arises from the dismemberment of that Monarchy, such portion of the reserves accumulated by the Governments or the administrations of the former Austro-Hungarian Monarchy, or by public or private organisations under their control, as is attributable to the carrying on of Social or State Insurance in such territory.

The Powers to which these funds are handed over must apply them to the performance of the obligations arising from such insurances.

The conditions of the delivery will be determined by special conventions to be concluded between the Austrian Government and the Governments concerned.

In case these special conventions are not concluded in accordance with the above paragraph within three months after the coming into force of the present Treaty, the conditions of transfer shall in each case be referred to a Commission of five members, one of whom shall be appointed by the Austrian Government, one by the other interested Government and three by the Governing Body of the International Labour Office from the nationals of other States. This Commission shall by majority vote within three months after appointment adopt recommendations for submission to the Council of the League of Nations, and the decisions of the Council shall forthwith be accepted as final by Austria and the other Government concerned.

PART XI

AERIAL NAVIGATION

ARTICLE 276

The aircraft of the Allied and Associated Powers shall have full liberty of passage and landing over and in the territory of Austria and shall enjoy the same privileges as Austrian aircraft, particularly in case of distress.

ARTICLE 277

The aircraft of the Allied and Associated Powers shall, while in transit to any foreign country whatever, enjoy the right of flying over the territory of Austria without landing, subject always to any regulations which may be made by Austria, and which shall be applicable equally to the aircraft of Austria and to those of the Allied and Associated countries.

ARTICLE 278

All aerodromes in Austria open to national public traffic shall be open for the aircraft of the Allied and Associated Powers, and in any such aerodrome such aircraft shall be treated on a footing of equality with Austrian aircraft

as regards charges of every description, including charges for landing and accommodation.

ARTICLE 279

Subject to the present provisions, the rights of passage, transit and landing provided for in Articles 276, 277 and 278 are subject to the observance of such regulations as Austria may consider it necessary to enact, but such regulations shall be applied without distinction to Austrian aircraft and to those of the Allied and Associated countries.

ARTICLE 280

Certificates of nationality, airworthiness, or competency and licenses issued or recognised as valid by any of the Allied or Associated Powers, shall be recognised in Austria as valid and as equivalent to the certificates and licences issued by Austria.

ARTICLE 281

As regards internal commercial air traffic, the aircraft of the Allied and Associated Powers shall enjoy in Austria most favoured nation treatment.

ARTICLE 282

Austria undertakes to enforce the necessary measures to ensure that all Austrian aircraft flying over her territory shall comply with the Rules as to lights and signals, Rules of the Air and Rules for Air Traffic on and in the neighbourhood of aerodromes, which have been laid down in the Convention relative to Aerial Navigation concluded between the Allied and Associated Powers.

ARTICLE 283

The obligations imposed by the preceding provisions shall remain in force until January 1, 1923, unless before that date Austria shall have been admitted into the League of Nations or shall have been authorised by consent of the Allied and Associated Powers to adhere to the Convention relative to Aerial Navigation concluded between those Powers.

PART XII

PORTS, WATERWAYS AND RAILWAYS

SECTION I

General Provisions

ARTICLE 284

Austria undertakes to grant freedom of transit through her territories on the routes most convenient for international transit, either by rail, navigable waterway or canal, to persons, goods, vessels, carriages, wagons and mails

coming from or going to the territories of any of the Allied and Associated Powers, whether contiguous or not.

Such persons, goods, vessels, carriages, wagons and mails shall not be subjected to any transit duty or to any undue delays or restriction, and shall be entitled in Austria to national treatment as regards charges, facilities and all other matters.

Goods in transit shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic. No charge, facility or restriction shall depend directly or indirectly on the ownership or on the nationality of the ship or other means of transport on which any part of the through journey has been, or is to be, accomplished.

ARTICLE 285

Austria undertakes neither to impose nor to maintain any control over transmigration traffic through her territories beyond measures necessary to ensure that passengers are *bona fide* in transit; nor to allow any shipping company or any other private body, corporation or person interested in the traffic to take any part whatever in, or to exercise any direct or indirect influence over any administrative service that may be necessary for this purpose.

ARTICLE 286

Austria undertakes to make no discrimination or preference, direct or indirect, in the duties, charges and prohibitions relating to importations into or exportations from her territories, or, subject to the special engagements contained in the present Treaty, in the charges and conditions of transport of goods or persons entering or leaving her territories based on the frontier crossed; or on the kind, ownership, or flag of the means of transport (including aircraft) employed; or on the original or immediate place of departure of the vessel, wagon or aircraft or other means of transport employed, or its ultimate or intermediate destination; or on the route of or places of transshipment on the journey; or on whether the goods are imported or exported directly through an Austrian port or indirectly through a foreign port; or on whether the goods are imported or exported by land or by air.

Austria particularly undertakes not to establish against the ports and vessels of any of the Allied and Associated Powers any surtax or any direct or indirect bounty for export or import by Austrian ports or ships, or by those of another Power, for example by means of combined tariffs. She further undertakes that persons or goods passing through a port or using a vessel of any of the Allied and Associated Powers shall not be subjected to any formality or delay whatever to which such persons or goods would not be subjected if they passed through an Austrian port or a port of any other Power, or used an Austrian vessel or a vessel of any other Power.

219-919—70——22

ARTICLE 287

All necessary administrative and technical measures shall be taken to expedite, as much as possible, the transmission of goods across the Austrian frontiers and to ensure their forwarding and transport from such frontiers, irrespective of whether such goods are coming from or going to the territories of the Allied and Associated Powers or are in transit from or to those territories, under the same material conditions in such matters as rapidity of carriage and care *en route* as are enjoyed by other goods of the same kind carried on Austrian territory under similar conditions of transport.

In particular, the transport of perishable goods shall be promptly and regularly carried out, and the customs formalities shall be effected in such a way as to allow the goods to be carried straight through by trains which make connection.

ARTICLE 288

The seaports of the Allied and Associated Powers are entitled to all favours and to all reduced tariffs granted on Austrian railways or navigable waterways for the benefit of any port of another Power.

ARTICLE 289

Austria may not refuse to participate in the tariffs or combinations of tariffs intended to secure for ports of any of the Allied and Associated Powers advantages similar to those granted by Austria to the ports of any other Power.

SECTION II

Navigation

CHAPTER 1

FREEDOM OF NAVIGATION

ARTICLE 290

The nationals of any of the Allied and Associated Powers as well as their vessels and property shall enjoy in all Austrian ports and on the inland navigation routes of Austria the same treatment in all respects as Austrian nationals, vessels and property.

In particular the vessels of any one of the Allied or Associated Powers shall be entitled to transport goods of any description, and passengers, to or from any ports or places in Austrian territory to which Austrian vessels may have access, under conditions which shall not be more onerous than those applied in the case of national vessels; they shall be treated on a footing of equality with national vessels as regards port and harbour facilities and charges of every description, including facilities for stationing, loading and uploading, and duties and charges of tonnage, harbour, pilotage, lighthouse, quarantine,

and all analogous duties and charges of whatsoever nature, levied in the name of or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind.

In the event of Austria granting a preferential régime to any of the Allied or Associated Powers or to any other foreign Power, this régime shall be extended immediately and unconditionally to all the Allied and Associated Powers.

There shall be no impediment to the movement of persons or vessels other than those arising from prescriptions concerning customs, police, sanitation, emigration and immigration, and those relating to the import and export of prohibited goods. Such regulations must be reasonable and uniform and must not impede traffic unnecessarily.

Chapter 2

clauses relating to the danube

1. *General Clauses Relating to River Systems Declared International*

Article 291

The following river is declared international: the Danube from Ulm; together with all navigable parts of this river system which naturally provide more than one State with access to the sea, with or without transshipment from one vessel to another, as well as the portion of the course of the Morava (March) and the Thaya (Theiss) forming the frontier between Czecho-Slovakia and Austria, and lateral canals and channels constructed either to duplicate or to improve naturally navigable sections of the specified river system or to connect two naturally navigable sections of the same river.

The same shall apply to the Rhine-Danube navigable waterway, should such a waterway be constructed, under the conditions laid down in Article 308.

Any part of the above-mentioned river system which is not included in the general definition may be declared international by an agreement between the riparian States.

Article 292

On the waterways declared to be international in the preceding Article, the nationals, property and flags of all Powers shall be treated on a footing of perfect equality, no distinction being made, to the detriment of the nationals, property or flag of any Power, between them and the nationals, property or flag of the riparian State itself or of the most favoured nation.

Article 293

Austrian vessels shall not be entitled to carry passengers or goods by regular services between the ports of any Allied or Associated Power, without special authority from such Power.

ARTICLE 294

Where such charges are not precluded by any existing convention, charges varying on different sections of a river may be levied on vessels using the navigable channels or their approaches, provided that they are intended solely to cover equitably the cost of maintaining in a navigable condition, or of improving, the river and its approaches, or to meet expenditure incurred in the interests of navigation. The schedule of such charges shall be calculated on the basis of such expenditure and shall be posted up in the ports. These charges shall be levied in such a manner as to render any detailed examination of cargoes unnecessary, except in cases of suspected fraud or contravention.

ARTICLE 295

The transit of vessels, passengers and goods on these waterways shall be effected in accordance with the general conditions prescribed for transit in Section I above.

When the two banks of an international river are within the same State goods in transit may be placed under seal or in the custody of customs agents. When the river forms a frontier goods and passengers in transit shall be exempt from all customs formalities; the loading and unloading of goods, and the embarkation and disembarkation of passengers, shall only take place in the ports specified by the riparian State.

ARTICLE 296

No dues of any kind other than those provided for in this Part shall be levied along the course or at the mouth of these waterways.

This provision shall not prevent the fixing by the riparian States of customs, local octroi or consumption duties, or the creation of reasonable and uniform charges levied in the ports, in accordance with public tariffs, for the use of cranes, elevators, quays, warehouses and other similar constructions.

ARTICLE 297

In default of any special organisation for carrying out the works connected with the upkeep and improvement of the international portion of a navigable system, each riparian State shall be bound to take the necessary measures to remove any obstacle or danger to navigation and to ensure the maintenance of good conditions of navigation.

If a State neglects to comply with this obligation any riparian State, or any State represented on the International Commission, may appeal to the tribunal instituted for this purpose by the League of Nations.

ARTICLE 298

The same procedure shall be followed in the case of a riparian State undertaking any works of a nature to impede navigation in the international sec-

tion. The tribunal mentioned in the preceding Article shall be entitled to enforce the suspension or suppression of such works, making due allowance in its decisions for all rights in connection with irrigation, water-power, fisheries and other national interests, which, with the consent of all the riparian States or of all the States represented on the International Commission, shall be given priority over the requirements of navigation.

Appeal to the tribunal of the League of Nations does not require the suspension of the works.

ARTICLE 299

The régime set out in Articles 292 and 294 to 298 above shall be superseded by one to be laid down in a General Convention drawn up by the Allied and Associated Powers, and approved by the League of Nations, relating to the waterways recognised in such Convention as having an international character. This Convention shall apply in particular to the whole or part of the above-mentioned river system of the Danube, and such other parts of that river system as may be covered by a general definition.

Austria undertakes, in accordance with the provisions of Article 331, to adhere to the said General Convention.

ARTICLE 300

Austria shall cede to the Allied and Associated Powers concerned, within a maximum period of three months from the date on which notification shall be given her, a proportion of the tugs and vessels remaining registered in the ports of the river system referred to in Article 291 after the deduction of those surrendered by way of restitution or reparation. Austria shall in the same way cede material of all kinds necessary to the Allied and Associated Powers concerned for the utilisation of that river system.

The number of the tugs and boats, and the amount of the material so ceded, and their distribution, shall be determined by an arbitrator or arbitrators nominated by the United States of America, due regard being had to the legitimate needs of the parties concerned, and particularly to the shipping traffic during the five years preceding the war.

All craft so ceded shall be provided with their fittings and gear, shall be in a good state of repair and in condition to carry goods, and shall be selected from among those most recently built.

Wherever the cessions made under the present Article involve a change of ownership, the arbitrator or arbitrators shall determine the rights of the former owners as they stood on October 15, 1918, and the amount of the compensation to be paid to them, and shall also direct the manner in which such payment is to be effected in each case. If the arbitrator or arbitrators find that the whole or part of this sum will revert directly or indirectly to States from whom reparation is due, they shall decide the sum to be placed under this head to the credit of the said States.

As regards the Danube the arbitrator or arbitrators referred to in this Article will also decide all questions as to the permanent allocation and the conditions thereof of the vessels whose ownership or nationality is in dispute between States.

Pending final allocation the control of these vessels shall be vested in a Commission consisting of representatives of the United States of America, the British Empire, France and Italy, who will be empowered to make provisional arrangements for the working of these vessels in the general interest by any local organisation, or failing such arrangements by themselves, without prejudice to the final allocation.

As far as possible these provisional arrangements will be on a commercial basis, the net receipts by the Commission for the hire of these vessels being disposed of as directed by the Reparation Commission.

2. *Special Clauses Relating to the Danube*

ARTICLE 301

The European Commission of the Danube reassumes the powers it possessed before the war. Nevertheless, as a provisional measure, only representatives of Great Britain, France, Italy and Roumania shall constitute this Commission.

ARTICLE 302

From the point where the competence of the European Commission ceases, the Danube system referred to in Article 291 shall be placed under the administration of an International Commission composed as follows:

2 representatives of German riparian States;

1 representative of each other riparian State;

1 representative of each non-riparian State represented in the future on the European Commission of the Danube.

If certain of these representatives cannot be appointed at the time of the coming into force of the present Treaty, the decisions of the Commission shall nevertheless be valid.

ARTICLE 303

The International Commission provided for in the preceding Article shall meet as soon as possible after the coming into force of the present Treaty, and shall undertake provisionally the administration of the river in conformity with the provisions of Articles 292 and 294 to 298, until such time as a definitive statute regarding the Danube is concluded by the Powers nominated by the Allied and Associated Powers.

The decisions of this International Commission shall be taken by a majority vote. The salaries of the Commissioners shall be fixed and paid by their respective countries.

As a provisional measure any deficit in the administrative expense of this

International Commission shall be borne equally by the States represented on the Commission.

In particular this Commission shall regulate the licensing of pilots, charges for pilotage and the administration of the pilot service.

ARTICLE 304

Austria agrees to accept the regime which shall be laid down for the Danube by a Conference of the Powers nominated by the Allied and Associated Powers, which shall meet within one year after the coming into force of the present Treaty, and at which Austrian representatives may be present.

ARTICLE 305

The mandate given by Article 57 of the Treaty of Berlin of July 13, 1878, to Austria-Hungary, and transferred by her to Hungary, to carry out works at the Iron Gates, is abrogated. The Commission entrusted with the administration of this part of the river shall lay down provisions for the settlement of accounts subject to the financial provisions of the present Treaty. Charges which may be necessary shall in no case be levied by Hungary.

ARTICLE 306

Should the Czecho-Slovak State, the Serb-Croat-Slovene State, or Roumania, with the authorisation of or under mandate from the International Commission, undertake maintenance, improvement, weir, or other works or a part of the river system which forms a frontier, these States shall enjoy on the opposite bank, and also on the part of the bed which is outside their territory, all necessary facilities for the survey, execution and maintenance of such works.

ARTICLE 307

Austria shall be obliged to make to the European Commission of the Danube all restitutions, reparations and indemnities for damages inflicted on the Commission during the war.

ARTICLE 308

Should a deep-draught Rhine–Danube navigable waterway be constructed, Austria hereby undertakes to accept the application to the said navigable waterway of the same régime as that prescribed in Articles 292 and 294 to 299 of the present Treaty.

CHAPTER III

HYDRAULIC SYSTEM

ARTICLE 309

In default of any provisions to the contrary, when as the result of the fixing of a new frontier the hydraulic system (canalisation, inundations, irrigation,

drainage or similar matters) in a State is dependent on works executed within the territory of another State, or when use is made on the territory of a State, in virtue of pre-war usage, of water or hydraulic power, the source of which is on the territory of another State, an agreement shall be made between the States concerned to safeguard the interests and rights acquired by each of them.

Failing an agreement, the matter shall be regulated by an arbitrator appointed by the Council of the League of Nations.

Article 310

Unless otherwise provided, when use is made for municipal or domestic purposes in one State of electricity or water, the source of which as the result of the fixing of a new frontier is on the territory of another State, an agreement shall be made between the States concerned to safeguard the interests and rights acquired by each of them.

Pending an agreement, central electric stations and waterworks shall be required to continue the supply up to an amount corresponding to the undertakings and contracts in force on November 3, 1918.

Failing an agreement, the matter shall be regulated by an arbitrator appointed by the Council of the League of Nations.

SECTION III

Railways

Chapter 1

FREEDOM OF TRANSIT TO THE ADRIATIC FOR AUSTRIA

Article 311

Free access to the Adriatic Sea is accorded to Austria, who with this object will enjoy freeom of transit over the territories and in the ports severed from the former Austro-Hungarian Monarchy.

Freedom of transit is the freedom defined in Article 284 until such time as a General Convention on the subject shall have been concluded between the Allied and Associated Powers, whereupon the dispositions of the new Convention shall be substituted therefor.

Special conventions between the States or Administrations concerned will lay down the conditions of the exercise of the right accorded above, and will settle in particular the method of using the ports and the free zones existing in them, the establishment of international (joint) services and tariffs including through tickets and waybills, and the maintenance of the Convention of Berne of October 14, 1890, and its supplementary provisions until its replacement by a new Convention.

Freedom of transit will extend to postal, telegraphic and telephonic services.

Chapter 2

CLAUSES RELATING TO INTERNATIONAL TRANSPORT

Article 312

Goods coming from the territories of the Allied and Associated Powers, and going to Austria, or in transit through Austria from or to the territories of the Allied and Associated Powers, shall enjoy on the Austrian railways as regards charges to be collected (rebates and drawbacks being taken into account), facilities, and all other matters, the most favourable treatment applied to goods of the same kind carried on any Austrian lines, either in internal traffic, or for export, import or in transit, under similar conditions of transport, for example as regards length of route. The same rule shall be applied, on the request of one or more of the Allied and Associated Powers, to goods specially designated by such Power or Powers coming from Austria and going to their territories.

International tariffs established in accordance with the rates referred to in the preceding paragraph and involving through way-bills shall be established when one of the Allied and Associated Powers shall require it from Austria.

However, without prejudice to the provisions of Articles 288 and 289, Austria undertakes to maintain on her own lines the régime of tariffs existing before the war as regards traffic to Adriatic and Black Sea ports, from the point of view of competition with North German ports.

Article 313

From the coming into force of the present Treaty the High Contracting Parties shall renew, in so far as concerns them and under the reserves indicated in the second paragraph of the present Article, the Conventions and Arrangements signed at Berne on October 14, 1890, September 20, 1893, July 16, 1895, June 16, 1898, and September 19, 1906, regarding the transportation of goods by rail.

If within five years from the date of the coming into force of the present Treaty a new Convention for the transportation of passengers, luggage and goods by rail shall have been concluded to replace the Berne Convention of October 14, 1890, and the subsequent additions referred to above, this new Convention and the supplementary provisions for international transport by rail which may be based on it shall bind Austria, even if she shall have refused to take part in the preparation of the Convention or to subscribe to it. Until a new Convention shall have been concluded, Austria shall conform to the provisions of the Berne Convention and the subsequent additions referred to above, and to the current supplementary provisions.

Article 314

Austria shall be bound to co-operate in the establishment of through ticket services (for passengers and their luggage) which shall be required by any of the Allied and Associated Powers to ensure their communication by rail with each other and with all other countries by transit across the territories of Austria; in particular Austria shall, for this purpose, accept trains and carriages coming from the territories of the Allied and Associated Powers and shall forward them with a speed at least equal to that of her best long-distance trains on the same lines. The rates applicable to such through services shall not in any case be higher than the rates collected on Austrian internal services for the same distance, under the same conditions of speed and comfort.

The tariffs applicable under the same conditions of speed and comfort to the transportation of emigrants going to or coming from ports of the Allied and Associated Powers and using the Austrian railways, shall not be at a higher kilometric rate than the most favourable tariffs (drawbacks and rebates being taken into account) enjoyed on the said railways by emigrants going to or coming from any other ports.

Article 315

Austria shall not apply specially to such through services, or to the transportation of emigrants going to or coming from the ports of the Allied and Associated Powers, any technical, fiscal or administrative measures, such as measures of customs examination, general police, sanitary police, and control, the result of which would be to impede or delay such services.

Article 316

In case of transport partly by rail and partly by internal navigation, with or without through way-bill, the preceding Articles shall apply to the part of the journey performed by rail.

Chapter 3

rolling-stock

Article 317

Austria undertakes that Austrian wagons shall be fitted with apparatus allowing:

(1) of their inclusion in goods trains on the lines of such of the Allied and Associated Powers as are parties to the Berne Convention of May 15, 1886, as modified on May 18, 1907, without hampering the action of the continuous brake which may be adopted in such countries within ten years of the coming into force of the present Treaty, and

(2) of the inclusion of wagons of such countries in all goods trains on Austrian lines.

The rolling-stock of the Allied and Associated Powers shall enjoy on the Austrian lines the same treatment as Austrian rolling-stock as regards movement, upkeep and repairs.

Chapter 4

TRANSFERS OF RAILWAY LINES

Article 318

Subject to any special provisions concerning the transfer of ports, waterways and railways situated in the territories transferred under the present Treaty, and to the financial conditions relating to the concessionnaires and the pensioning of the personnel, the transfer of railways will take place under the following conditions:

(1) The works and installations of all the railroads shall be handed over complete and in good condition.

(2) When a railway system possessing its own rolling-stock is handed over in its entirety by Austria to one of the Allied and Associated Powers, such stock shall be handed over complete, in accordance with the last inventory before November 3, 1918, and in a normal state of upkeep.

(3) As regards lines without any special rolling-stock, the distribution of the stock existing on the system to which these lines belong shall be made by Commissions of experts designated by the Allied and Associated Powers, on which Austria shall be represented. These Commissions shall have regard to the amount of the material registered on these lines in the last inventory before November 3, 1918, the length of track (sidings included), and the nature and amount of the traffic. These Commissions shall also specify the locomotives, carriages and wagons to be handed over in each case; they shall decide upon the conditions of their acceptance, and shall make the provisional arrangements necessary to ensure their repair in Austrian workshops.

(4) Stocks of stores, fittings and plant shall be handed over under the same conditions as the rolling-stock.

The provisions of paragraphs 3 and 4 above shall be applied to the lines of former Russian Poland converted by the Austro-Hungarian authorities to the normal gauge, such lines being regarded as detached from the Austrian and Hungarian State systems.

Chapter 5

PROVISIONS RELATING TO CERTAIN RAILWAY LINES

Article 319

When as a result of the fixing of new frontiers a railway connection between two parts of the same country crosses another country, or a branch line from

one country has its terminus in another, the conditions of working, if not specifically provided for in the present Treaty, shall be laid down in a convention between the railway administrations concerned. If the administrations cannot come to an agreement as to the terms of such convention, the points of difference shall be decided by commissions of experts composed as provided in the preceding Article.

The establishment of all the new frontier stations between Austria and the contiguous Allied and Associated States, as well as the working of the lines between those stations, shall be settled by agreements similarly concluded.

ARTICLE 320

With the object of ensuring regular utilization of the railroads of the former Austro-Hungarian Monarchy owned by private companies which, as a result of the stipulations of the present Treaty, will be situated in the territory of several States, the administrative and technical reorganization of the said lines shall be regulated in each instance by an agreement between the owning company and the States territorially concerned.

Any differences on which agreement is not reached, including questions relating to the interpretation of contracts concerning the expropriation of the lines, shall be submitted to arbitrators designated by the Council of the League of Nations.

This arbitration may, as regards the South Austrian Railway Company, be required either by the Board of Management or by the Committee representing the bond-holders.

ARTICLE 321

Within a period of five years from the coming into force of the present Treaty, Italy may require the construction or improvement on Austrian territory of the new transalpine lines of the Col de Reschen and the Pas de Predil. Unless Austria decides to pay for the works herself, the cost of construction or improvement shall be paid by Italy. An arbitrator appointed by the Council of the League of Nations shall, after the lapse of such period as may be fixed by the Council, determine the portion of the cost of construction or improvement which must be repaid by Austria to Italy on account of the increase of revenue on the Austrian railway system resulting from these works.

Austria shall hand over to Italy gratuitously the surveys, with their annexes, for the construction of the following railway lines:

The line from Tarvis to Trieste by Raibl, Plezzo, Caporetto, Canale and Gorizia;

The local line from S. Lucia de Tolmino to Caporetto;

The line from Tarvis to Plezzo (new scheme);

The Reschen line connecting Landeck and Mals.

ARTICLE 322

In view of the importance to the Czecho-Slovak State of free communication between that State and the Adriatic, Austria recognises the right of the Czecho-Slovak State to run its own trains over the sections included within her territory of the following lines:

(1) from Bratislava (Pressburg) towards Fiume *via* Sopron, Szombathely and Mura Keresztur, and a branch from Mura Keresztur to Pragerhof;

(2) from Budejovic (Budweiss) towards Trieste *via* Linz, S. Michael, Klagenfurt, and Assling, and the branch from Klagenfurt towards Tarvisio.

On the application of either party, the route to be followed by the Czecho-Slovak trains may be modified either permanently or temporarily by mutual agreement between the Czecho-Slovak Railway Administration and those of the railways over which the running powers are exercised.

ARTICLE 323

The trains for which the running powers are used shall not engage in local traffic, except by agreement between Austria and the Czecho-Slovak State.

Such running powers will include, in particular, the right to establish running sheds with small shops for minor repairs to locomotives and rolling stock, and to appoint representatives where necessary to supervise the working of Czecho-Slovak trains.

ARTICLE 324

The technical, administrative and financial conditions under which the rights of the Czecho-Slovak State shall be exercised shall be laid down in a Convention between the railway administration of the Czecho-Slovak State and the railway administrations of the Austrian systems concerned. If the Administrations cannot come to an agreement on the terms of this Convention, the points of difference shall be decided by an arbitrator nominated by Great Britain, and his decisions shall be binding on all parties.

In the event of disagreement as to the interpretation of the Convention or of difficulties arising unprovided for in the Convention, the same form of arbitration will be adopted until such time as the League of Nations may lay down some other procedure.

CHAPTER 6

TRANSITORY PROVISION

ARTICLE 325

Austria shall carry out the instructions given her, in regard to transport, by an authorized body acting on behalf of the Allied and Associated Powers:

(1) For the carriage of troops under the provisions of the present Treaty, and of material, ammunition and supplies for army use;

(2) as a temporary measure, for the transportation of supplies for certain regions, as well as for the restoration, as rapidly as possible, of the normal conditions of transport, and for the organisation of postal and telegraphic services.

Chapter 7

TELEGRAPHS AND TELEPHONES

Article 326

Notwithstanding any contrary stipulations in existing treaties, Austria undertakes to grant freedom of transit for telegraphic correspondence and telephonic communications coming from or going to any one of the Allied and Associated Powers, whether neighbours or not, over such lines as may be most suitable for international transit and in accordance with the tariffs in force. This correspondence and these communications shall be subjected to no unnecessary delay or restriction; they shall enjoy in Austria national treatment in regard to every kind of facility and especially in regard to rapidity of transmission. No payment, facility or restriction shall depend directly or indirectly on the nationality of the transmitter or the addressee.

Article 327

In view of the geographical situation of the Czecho-Slovak State Austria agrees to the following modifications in the International Telegraph and Telephone Conventions referred to in Article 235, Part X (Economic Clauses), of the present Treaty:

(1) On the demand of the Czecho-Slovak State Austria shall provide and maintain trunk telegraph lines across Austrian territory.

(2) The annual rent to be paid by the Czecho-Slovak State for each of such lines will be calculated in accordance with the provisions of the above-mentioned Conventions, but unless otherwise agreed shall not be less than the sum that would be payable under those Conventions for the number of messages laid down in those Conventions as conferring the right to demand a new trunk line, taking as a basis the reduced tariff provided for in Article 23, paragraph 5, of the International Telegraph Convention as revised at Lisbon.

(3) So long as the Czecho-Slovak State shall pay the above minimum annual rent of a trunk line:

(*a*) the line shall be reserved exclusively for transit traffic to and from the Czecho-Slovak State;

(*b*) the faculty given to Austria by Article 8 of the International Telegraph Convention of July 22, 1875, to suspend international telegraph services shall not apply to that line.

(4) Similar provisions will apply to the provision and maintenance of trunk telephone circuits, but the rent payable by the Czecho-Slovak State for

a trunk telephone circuit shall, unless otherwise agreed, be double the rent payable for a trunk telegraph line.

(5) The particular lines to be provided together with any necessary administrative, technical and financial conditions not provided for in existing International Conventions or in this Article shall be fixed by a further convention between the States concerned. In default of agreement on such convention they will be fixed by an arbitrator appointed by the Council of the League of Nations.

(6) The stipulations of the present Article may be varied at any time by agreement between Austria and the Czecho-Slovak State. After the expiration of ten years from the coming into force of the present Treaty the conditions under which the Czecho-Slovak State shall enjoy the rights conferred by this Article may, in default of agreement by the parties, be modified at the request of either party by an arbitrator designated by the Council of the League of Nations.

(7) In case of any dispute between the parties as to the interpretation either of this Article or of the convention referred to in paragraph 5, this dispute shall be submitted for decision to the Permanent Court of International Justice to be established by the League of Nations.

SECTION IV

Disputes and Revision of Permanent Clauses

ARTICLE 328

Disputes which may arise between interested Powers with regard to the interpretation and application of this Part of the present Treaty shall be settled as provided by the League of Nations.

ARTICLE 329

At any time the League of Nations may recommend the revision of such of the above Articles as relate to a permanent administrative régime.

ARTICLE 330

The stipulations in Articles 284 to 290, 293, 312, 314 to 316, and 326 shall be subject to revision by the Council of the League of Nations at any time after three years from the coming into force of the present Treaty.

Failing such revision, no Allied or Associated Power can claim after the expiration of the above period of three years the benefit of any of the stipulations in the Articles enumerated above on behalf of any portion of its territories in which reciprocity is not accorded in respect of such stipulation. The period of three years during which reciprocity cannot be demanded may be prolonged by the Council of the League of Nations.

The benefit of the stipulations mentioned above cannot be claimed by

States to which territory of the former Austro-Hungarian Monarchy has been transferred, or which have arisen out of the dismemberment of that Monarchy, except upon the footing of giving in the territory passing under their sovereignty in virtue of the present Treaty reciprocal treatment to Austria.

SECTION V

Special Provision

ARTICLE 331

Without prejudice to the special obligations imposed on her by the present Treaty for the benefit of the Allied and Associated Powers, Austria undertakes to adhere to any General Conventions regarding the international régime of transit, waterways, ports or railways which may be concluded by the Allied and Associated Powers, with the approval of the League of Nations, within five years from the coming into force of the present Treaty.

. . . . .

PART XIV

MISCELLANEOUS PROVISIONS

ARTICLE 373

Austria undertakes to recognize and to accept the conventions made or to be made by the Allied and Associated Powers or any of them with any other Power as to the traffic in arms and in spiritous liquors, and also as to the other subjects dealt with in the General Acts of Berlin of February 26, 1885, and Brussels of July 2, 1890,[25] and the conventions completing or modifying the same.

ARTICLE 374

The High Contracting Parties declare and place on record that they have taken note of the Treaty signed by the Government of the French Republic on July 17, 1918, with His Serene Highness the Prince of Monaco defining the relations between France and the Principality.

ARTICLE 375

The High Contracting Parties, while they recognize the guarantees stipulated by the Treaties of 1815, and especially by the Act of November 20, 1815, in favour of Switzerland, the said guarantees constituting international obligations for the maintenance of peace, declare nevertheless that the provisions of these treaties, conventions, declarations and other supplementary

[25] TS 383, *ante*, vol. 1, p. 134.

Acts concerning the neutralized zone of Savoy, as laid down in paragraph 1 of Article 92 of the Final Act of the Congress of Vienna and in paragraph 2 of Article 3 of the Treaty of Paris of November 20, 1815, are no longer consistent with present conditions. For this reason the High Contracting Parties take note of the agreement reached between the French Government and the Swiss Government for the abrogation of the stipulations relating to this zone which are and remain abrogated.

The High Contracting Parties also agree that the stipulations of the Treaties of 1815 and of the other supplementary Acts concerning the free zones of Upper Savoy and the Gex district are no longer consistent with present conditions, and that it is for France and Switzerland to come to an agreement together with a view to settling between themselves the status of these territories under such conditions as shall be considered suitable by both countries.

ANNEX

I.

The Swiss Federal Council has informed the French Government on May 5, 1919, that after examining the provisions of Article 435 of the Peace conditions presented to Germany by the Allied and Associated Powers in a like spirit of sincere friendship it has happily reached the conclusion that it was possible to acquiesce in it under the following conditions and reservations:

(1) The neutralized zone of Haute-Savoie:

(*a*) It will be understood that as long as the Federal Chambers have not ratified the agreement come to between the two Governments concerning the abrogation of the stipulations in respect of the neutralized zone of Savoy, nothing will be definitely settled, on one side or the other, in regard to this subject.

(*b*) The assent given by the Swiss Government to the abrogation of the above mentioned stipulations presupposes, in conformity with the text adopted, the recognition of the guarantees formulated in favour of Switzerland by the Treaties of 1815 and particularly by the Declaration of November 20, 1815.

(*c*) The agreement between the Governments of France and Switzerland for the abrogation of the above mentioned stipulations will only be considered as valid if the Treaty of Peace contains this Article in its present wording. In addition the Parties to the Treaty of Peace should endeavour to obtain the assent of the signatory Powers of the Treaties of 1815 and of the Declaration of November 20, 1815, which are not signatories of the present Treaty of Peace.

(2) Free zone of Haute-Savoie and the district of Gex:

(*a*) The Federal Council makes the most express reservations to the interpretation to be given to the statement mentioned in the last paragraph of the above Article for insertion in the Treaty of Peace, which provides that "the stipulations of the Treaties of 1815 and other supplementary acts concerning the free zones of Haute-Savoie and the Gex district are no longer consistent with present conditions." The Federal Council would not wish that its acceptance of the above wording should lead to the conclusion that it would agree to the suppression of a system intended to give neighbouring territory the benefit of a special régime which is appropriate to the geographical and economical situation and which has been well tested.

In the opinion of the Federal Council the question is not the modification of the customs system of the zones as set up by the Treaties mentioned above, but only the regulation in a manner more appropriate to the economic conditions of the present day of the terms of the exchange of goods between the regions in question. The Federal Council has been led to make the preceding observations by the perusal of the draft Convention concerning the future constitution of the zones which was annexed to the note of April 26 from the French Government. While making the above reservations the Federal Council declares its readiness to examine in the most friendly spirit any proposals which the French Government may deem it convenient to make on the subject.

(*b*) It is conceded that the stipulations of the Treaties of 1815 and other supplementary acts relative to the free zones will remain in force until a new arrangement is come to between France and Switzerland to regulate matters in this territory.

II.

The French Government have addressed to the Swiss Government, on May 18, 1919, the following note in reply to the communication set out in the preceding paragraph:

In a note dated May 5 the Swiss Legation in Paris was good enough to inform the Government of the French Republic that the Federal Government adhered to the proposed Article to be inserted in the Treaty of Peace between the Allied and Associated Governments and Germany.

The French Government have taken note with much pleasure of the agreement thus reached, and, at their request, the proposed Article, which had been accepted by the Allied and Associated Governments, has been inserted under No. 435 in the Peace conditions presented to the German Plenipotentiaries.

The Swiss Government, in their note of May 5 on this subject, have expressed various views and reservations.

Concerning the observations relating to the free zones of Haute-Savoie

and the Gex district, the French Government have the honour to observe that the provisions of the last paragraph of Article 435 are so clear that their purport cannot be misapprehended, especially where it implies that no other Power but France and Switzerland will in future be interested in that question.

The French Government, on their part, are anxious to protect the interests of the French territories concerned, and, with that object, having their special situation in view, they bear in mind the desirability of assuring them a suitable customs régime and determining, in a manner better suited to present conditions, the methods of exchanges between these territories and the adjacent Swiss territories, while taking into account the reciprocal interests of both regions.

It is understood that this must in no way prejudice the right of France to adjust her customs line in this region in conformity with her political frontier, as is done on the other portions of her territorial boundaries, and as was done by Switzerland long ago on her own boundaries in this region.

The French Government are pleased to note on this subject in what a friendly disposition the Swiss Government take this opportunity of declaring their willingness to consider any French proposal dealing with the system to be substituted for the present régime of the said free zones, which the French Government intend to formulate in the same friendly spirit.

Moreover, the French Government have no doubt that the provisional maintenance of the régime of 1815 as to the free zones referred to in the above mentioned paragraph of the note from the Swiss Legation of May 5, whose object is to provide for the passage from the present régime to the conventional régime, will cause no delay whatsoever in the establishment of the new situation which has been found necessary by the two Governments. This remark applies also to the ratification by the Federal Chambers, dealt with in paragraph 1 (*a*), of the Swiss note of May 5, under the heading "Neutralized zone of Haute-Savoie."

Article 376

The Allied and Associated Powers agree that where Christian religious missions were being maintained by Austrian societies or persons in territory belonging to them, or of which the government is entrusted to them in accordance with the present Treaty, the property which these missions or missionary societies possessed, including that of trading societies whose profits were devoted to the support of missions, shall continue to be devoted to missionary purposes. In order to ensure the due execution of this undertaking the Allied and Associated Governments will hand over such property to boards of trustees appointed by or approved by the Governments and composed of persons holding the faith of the Mission whose property is involved.

The Allied and Associated Governments, while continuing to maintain

full control as to the individuals by whom the Missions are conducted, will safeguard the interests of such Missions.

Austria, taking note of the above undertaking, agrees to accept all arrangements made or to be made by the Allied or Associated Government concerned for carrying on the work of the said missions or trading societies and waives all claims on their behalf.

ARTICLE 377

Without prejudice to the provisions of the present Treaty, Austria undertakes not to put forward directly or indirectly against any Allied or Associated Power, signatory of the present Treaty, any pecuniary claim based on events which occurred at any time before the coming into force of the present Treaty.

The present stipulation will bar completely and finally all claims of this nature, which will be thenceforward extinguished, whoever may be the parties in interest.

ARTICLE 378

Austria accepts and recognises as valid and binding all decrees and orders concerning Austro-Hungarian ships and Austrian goods and all orders relating to the payment of costs made by any Prize Court of any of the Allied or Associated Powers, and undertakes not to put forward any claim arising out of such decrees or orders on behalf of any Austrian national.

The Allied and Associated Powers reserve the right to examine in such manner as they may determine all decisions and orders of Austro-Hungarian Prize Courts, whether affecting the property rights of nationals of those Powers or of neutral Powers. Austria agrees to furnish copies of all the documents constituting the record of the cases, including the decisions and orders made, and to accept and give effect to the recommendations made after such examination of the cases.

ARTICLE 379

The High Contracting Parties agree that, in the absence of a subsequent agreement to the contrary, the Chairman of any Commission established by the present Treaty shall in the event of an equality of votes be entitled to a second vote.

ARTICLE 380

Except where otherwise provided in the present Treaty, in all cases where the Treaty provides for the settlement of a question affecting particularly certain States by means of a special convention to be concluded between the States concerned, it is understood by the High Contracting Parties that difficulties arising in this connection shall, until Austria is admitted to membership of the League of Nations, be settled by the Principal Allied and Associated Powers.

ARTICLE 381

In the present Treaty the expression "former Austrian Empire" includes Bosnia and Herzegovina except where the text implies the contrary. This provision shall not prejudice the rights and obligations of Hungary in such territory.

The present Treaty, in French, in English, and in Italian, shall be ratified. In case of divergence the French text shall prevail, except in Parts I (Covenant of the League of Nations) and XIII (Labour), where the French and English texts shall be of equal force.

The deposit of ratifications shall be made at Paris as soon as possible.

Powers of which the seat of the Government is outside Europe will be entitled merely to inform the Government of the French Republic through their diplomatic representative at Paris that their ratification has been given; in that case they must transmit the instrument of ratification as soon as possible.

A first procès-verbal of the deposit of ratifications will be drawn up as soon as the Treaty has been ratified by Austria on the one hand, and by three of the Principal Allied and Associated Powers on the other hand.

From the date of this first procès-verbal the Treaty will come into force between the High Contracting Parties who have ratified it. For the determination of all periods of time provided for in the present Treaty this date will be the date of the coming into force of the Treaty.

In all other respects the Treaty will enter into force for each Power at the date of the deposit of its ratification.

The French Government will transmit to all the signatory Powers a certified copy of the procès-verbaux of the deposit of ratifications.

IN FAITH WHEREOF the above-named Plenipotentiaries have signed the present Treaty.

DONE at Saint-Germain-en-Laye, the tenth day of September one thousand nine hundred and nineteen, in a single copy which will remain deposited in the archives of the French Republic, and of which authenticated copies will be transmitted to each of the Signatory Powers.

CLAIMS: WAR LOSSES

Agreement signed at Washington November 26, 1924, for the United States, Austria, and Hungary
Ratified by the President of the United States August 4, 1925; by Austria August 25, 1925; by Hungary November 5, 1925
Ratifications exchanged at Washington December 12, 1925
Entered into force December 12, 1925

44 Stat. 2213; Treaty Series 730

[For text, see TS 730, *ante*, vol. 2, p. 501.]

REDUCTION OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Vienna January 12, 1926
Entered into force January 12, 1926; operative February 15, 1926
Superseded by agreement of June 10 and 28 and July 12, 1949 [1]

Department of State files

The American Minister to the Federal Minister of Foreign Affairs

VIENNA, *January 12, 1926*

EXCELLENCY:

I have hitherto had the honor to advise Your Excellency that the Government of the United States of America is disposed to enter into a reciprocal non-immigrant visa agreement with the Government of the Republic of Austria. My Government is animated especially by a desire to benefit the nationals of either country travelling as tourists or on business in the territory of the other and the classes of Austrian nationals coming within the scope of such an agreement would be those defined as nonimmigrants by Section 3 of the Immigration Act of 1924,[2] enacted by the Senate and House of Representatives of the United States of America in Congress assembled and approved May 26th, 1924, to wit:

> Sec. 3. When used in this Act the term "immigrant" means any alien departing from any place outside the United States destined for the United States, except (1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien

[1] TIAS 1988, *post*, p. 426.
[2] 43 Stat. 153.

entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation.

In pursuance of verbal communications which have passed between Your Excellency and me, I have the honor to propose that the Government of the United States from February 15th, 1926 until further notice will collect, instead of the visa fees now in force, the following visa fees from Austrian nationals other than immigrants:

(1). For a transit visa valid for twelve months from the date of granting the visa for a single journey through the United States without voluntary interruption of the journey . . . . . $0.25.

(2). For a visa valid for twelve months from the date of granting the visa for any number of entries and exits from the United States . . . . $2.00.

Outside of Austria and the United States, Austrian nationals will pay the equivalent of the rates mentioned above in American currency in the currency of the country or any legal tender declared admissible according to the rate of exchange made known at certain times.

Reciprocally, it is understood that Austrian officials entrusted with the granting of visas will be instructed to collect from February 15th, 1926 until further notice from American nationals of the non-immigrant classes as above defined, instead of the visa fees now in force, the following visa fees:

(1). For a transit visa for one trip through Austria without voluntary interruption of the journey . . . . . Ö.S. 1.80.

(2). For a visa valid during a period of twelve months from date of passing the frontier for any number of entries into and exits from Austria . . . . . Ö.S. 14.50.

The Austrian bureaux in the United States entrusted with the granting of visas to citizens of the United States of America will until further notice, in place of these fees, collect as visa fees for a transit trip (No. 1) 25 cents, and for an indefinite number of trips (No. 2) $2.00. Outside of Austria or the United States, citizens of the United States will have to pay the equivalent of the above fees stated in Schillings in the currency of the country or in other means of payment pronounced to be suitable, according to the rate of exchange of the day.

Besides the fees indicated no other fees of any kind or character will be collected when issuing the visas or for applications therefor.

I should esteem it a favor if Your Excellency would notify to me the consent of Your Government to this arrangement if accepted by them, in which case my Government will consider the exchange of notes as an agreement between the two Governments and will give the necessary instructions to carry it into execution on behalf of the United States of America.

I avail myself of this opportunity to renew to You assurances of my highest consideration.

ALBERT H. WASHBURN

His Excellency
Dr. HEINRICH MATAJA,
Austrian Federal Minister for Foreign Affairs,
Vienna.

The Federal Minister of Foreign Affairs to the American Minister

[TRANSLATION]

FEDERAL CHANCELLERY
Foreign Affairs

Z. 82.465–15

VIENNA, *January 12, 1926*

MR. MINISTER:

I acknowledge with thanks the receipt of your valued note of today's date and have the honor to inform Your Excellency that the Austrian Federal Government, animated by the desire to facilitate travel between Austria and the United States as much as possible, agrees to the reciprocal non-immigrant visa agreement which you have proposed. The term "non-immigrant" shall be understood to refer to the persons defined in Section 3 of the United States Immigration Act of 1924, to wit:

> Sec. 3. When used in this Act the term "immigrant" means any alien departing from any place outside the United States destined for the United States, except (1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation.

Beginning February 15, 1926 and until further notice, the Austrian Federal Government has ordered the following fees to be charged for issuance of visas to citizens of the United States of America in the abovementioned categories, in place of the visa fees now in force, irrespective of the Government agency issuing the visa in this country or abroad:

(1) For a visa for a single journey through Austria without voluntary interruption of the journey . . . . . $ 1.80

(2) For a visa for an unlimited number of journeys to Austria during a period of 12 months from the date of the first crossing of the frontier . S 14.50

The Government agencies charged with the issuance of visas in the United States of America will until further notice in lieu of the fees stated above collect from citizens of the United States of America visa fees of 25¢ for transit journeys (Item 1) or $2.00 for repeated entries (Item 2). Outside Austria and the United States of America, citizens of the United States shall pay the equivalent of the fees stated above in schillings in the currency of the country or any other currency declared legal tender, at the rate of exchange published from time to time. No other fees of whatever name or description than the fees indicated above shall be charged for the issuance of or the application for visas.

The Austrian Federal Government is making this statement on the understanding that the Government of the United States of America will issue instructions that beginning February 15, 1926 until further notice the following fees, set forth in Your Excellency's note, will be charged for issuance of visas to nationals of the Austrian Federal Republic in the above-mentioned non-immigrant categories, in place of the visa fees now in force:

(1) For a transit visa, valid for a period of twelve months from the date of issuance, for a single journey through the United States of America without voluntary interruption of the journey $0.25

(2) For a visa, valid for a period of twelve months from the date of issuance, for an unlimited number of entries to or exits from the United States $2.00

The Austrian Federal Government shall consider such an agreement as having been concluded by the note of Your Excellency, dated the 12th inst. and the present note, and shall give the necessary instructions to have it carried into effect by the Austrian agencies charged with the issuance of visas.

Accept, Mr. Minister, the renewed assurance of my high consideration.

MATAJA

His Excellency,
Dr. ALBERT HENRY WASHBURN,
Minister Extraordinary and Plenipotentiary of the United States of America

FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

Treaty signed at Vienna June 19, 1928
Ratified by Austria January 17, 1929
Senate advice and consent to ratification, with a reservation and understanding, February 11, 1929 [1]
Article XXIV supplemented by agreement of January 20, 1931 [2]
Reservation and understanding ratified by Austria March 28, 1931
Ratified by the President of the United States, with a reservation and understanding, April 29, 1931 [1]
Ratifications exchanged at Vienna May 27, 1931
Entered into force May 27, 1931
Proclaimed by the President of the United States May 28, 1931

47 Stat. 1876; Treaty Series 838

TREATY OF FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF AUSTRIA

The United States of America and the Republic of Austria, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude

---

[1] The Senate gave its advice and consent to ratification "subject to the following reservation and understanding to be set forth in an exchange of notes between the high contracting parties so as to make it plain that this condition is understood and accepted by each of them:

"That the sixth paragraph of Article VII shall remain in force for twelve months from the date of exchange of ratifications, and if not then terminated on ninety days' previous notice shall remain in force until either of the high contracting parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each high contracting party shall enjoy all the rights which it would have possessed had such paragraph not been embraced in this treaty."

The reservation and understanding was accepted by the two governments in an exchange of notes dated Jan. 20, 1931.

[2] TS 839, *post*, p. 372.

a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their plenipotentiaries:

The President of the United States of America, Mr. Albert Henry Washburn, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Austria, and

The Federal President of the Republic of Austria, Monsignore Ignatius Seipel, Doctor of Theology, Federal Chancellor,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

ARTICLE I. The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of each of the High Contracting Parties within the territories of the other shall be permitted to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes upon the same terms as nationals of the country.

As regards the acquisition, possession, and disposition of immovable property, except as regards the leasing of lands for specified purposes provided for in the foregoing paragraph, the nationals of each of the High Contracting Parties shall enjoy in the territory of the other, subject to reciprocity, the treatment generally accorded to foreigners by the laws of the place where the property is situated.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required

by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing contained in this Treaty shall be construed to affect existing statutes of either of the High Contracting Parties in relation to the immigration of aliens or the right of either of the High Contracting Parties to enact such statutes.

ARTICLE II. With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

ARTICLE III. The dwellings, warehouses, manufacturies, shops and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

ARTICLE IV. Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

ARTICLE V. The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as herein above provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings and practices are not inconsistent with public order or public morals and provided further they conform to all laws and regulations duly established in these territories; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the established mortuary and sanitary laws and regulations of the place of burial.

ARTICLE VI. In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

ARTICLE VII. Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this Treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or charges, and no conditions, prohibitions or restrictions, on the importation of any article, the growth, produce or manufacture of the territories of the other Party, from whatever place arriving, than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country; nor shall any such duties, charges, conditions, prohibitions, or restrictions on importations be made effective retroactively.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

In the event of licenses being issued by either of the High Contracting Parties for the importation into or exportation from its territories of articles the importation or exportation of which is restricted or prohibited, the conditions under which such licenses may be obtained shall be publicly announced and

clearly stated in such a manner as to enable traders interested to become acquainted with them; the method of licensing shall be as simple and unvarying as possible and applications for licenses shall be dealt with as speedily as possible. Moreover, the conditions under which such licenses are issued by either of the High Contracting Parties for goods imported from or exported to the territories of the other Party shall be as favorable as the conditions under which licenses are issued in respect of any other foreign country. In the event of rations or quotas being established for the importation or exportation of articles restricted or prohibited, each of the High Contracting Parties agrees to grant for the importation from or exportation to the territories of the other Party an equitable share in the allocation of the quantity of restricted goods which may be authorized for importation or exportation. In the application of the provisions of this paragraph no distinction shall be made between direct and indirect shipments. It is agreed, moreover, that in the event either High Contracting Party shall be engaged in war, it may enforce such import or export restrictions as may be required by the national interest.

Any advantage of whatsoever kind which either High Contracting Party may extend, by treaty, law, decree, regulation, practice or otherwise, to any article, the growth, produce or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article, the growth, produce or manufacture of the other High Contracting Party.

All articles which are or may be legally imported from foreign countries into ports of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or exported therefrom in Austrian vessels without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Austria or are or may be legally exported therefrom in Austrian vessels may likewise be imported into those ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Austrian vessels.[3]

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously

[3] For a reservation and an understanding regarding the sixth paragraph of art. VII, see footnote 1, p. 341.

and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals, vessels and goods.

The stipulations of this Article shall not extend to the treatment which either Contracting Party shall accord to purely border traffic within a zone not exceeding ten miles (15 kilometres) wide on either side of its customs frontier, or to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,[4] or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws.

ARTICLE VIII. The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

ARTICLE IX. Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State or Provincial laws.

ARTICLE X. The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals

[4] TS 427, *post*, vol. 6, p. 1106, CUBA.

shall be subjected to no conditions less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, national, state or provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business. The foregoing stipulations do not apply to the organization of and participation in political associations.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

ARTICLE XI. Commercial travellers representing manufacturers, merchants and traders domiciled in the territories of either High Contracting Party shall on their entry into and sojourn in the territories of the other Party and on their departure therefrom be accorded the most favored nation treatment in respect of customs and other privileges and of all charges and taxes of whatever denomination applicable to them or to their samples.

If either High Contracting Party require the presentation of an authentic document establishing the identity and authority of a commercial traveller, a certificate issued by any of the following in the country of his departure shall be accepted as satisfactory:

a) the authority designated for the purpose;
b) a chamber of commerce;
c) any trade or commercial association recognized for the purpose by the diplomatic representative of the Contracting Party requiring such certificates.

ARTICLE XII. There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries of the United States, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Goods in transit must be entered at the proper customhouse, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

ARTICLE XIII. Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall, after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the state which receives them.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and it shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this Treaty.

ARTICLE XIV. Consular officers, nationals of the state by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the state which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the state which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

ARTICLE XV. Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their func-

tions shall be exempt from all taxes, National, State, Provincial, and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from sources within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them, shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for diplomatic or consular purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

ARTICLE XVI. Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subject to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officer shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

ARTICLE XVII. Consular officers, nationals of the State by which they are appointed, may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

ARTICLE XVIII. Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions and contracts relating to property situated, or business to be transacted, within the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer, shall be received as evidence in the territories of the contracting parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

ARTICLE XIX. In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of

the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

ARTICLE XX. A consular officer of either High Contracting Party may in behalf of his non-resident countrymen collect and receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes, for transmission through channels prescribed by his Government to the proper distributees.

ARTICLE XXI. Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their personal or household effects actually in use which accompany such consular offices, their families or suites, or which arrive shortly thereafter, provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

ARTICLE XXII. Subject to any limitation or exception hereinabove set forth, or hereafter to be agreed upon, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

ARTICLE XXIII. Nothing in the present Treaty shall be construed to limit or restrict in any way the rights, privileges and advantages accorded to the United States or its nationals or to Austria or its nationals by the Treaty between the United States and Austria establishing friendly relations concluded on August 24, 1921.[5]

ARTICLE XXIV.[6] The present Treaty shall remain in full force for the term of six years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of six years neither High Contracting Party notifies to the other an intention of modifying, by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until

---

[5] TS 659, *ante*, p. 215.

[6] For an agreement of Jan. 20, 1931, supplementing art. XXIV (TS 839), see *post*, p. 372.

one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

ARTICLE XXV. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Vienna as soon as possible.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the same and have affixed their seals hereto.

DONE in duplicate in the English and German languages at Vienna, this 19th day of June 1928.

ALBERT HENRY WASHBURN [SEAL]
SEIPEL [SEAL]

ARBITRATION

Treaty signed at Washington August 16, 1928
Senate advice and consent to ratification December 18, 1928
Ratified by the President of the United States January 4, 1929
Ratified by Austria January 17, 1929
Ratifications exchanged at Washington February 28, 1929
Entered into force February 28, 1929
Proclaimed by the President of the United States February 28, 1929

45 Stat. 2752; Treaty Series 776

The President of the United States of America and the Federal President of the Republic of Austria

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention which was signed at Washington, January 15, 1909,[1] but is not now in force, and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America, Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

The Federal President of the Republic of Austria, Mr. Edgar L. G. Prochnik, Envoy Extraordinary and Minister Plenipotentiary to the United States of America,

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

[1] TS 524, *post*, p. 442.

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the applicaton of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,[2] or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Austria in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Austria in accordance with the Covenant of the League of Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Austria in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty

[2] TS 536, *ante*, vol. 1, p. 577.

in duplicate in the English and German languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the sixteenth day of August in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

EDGAR PROCHNIK [SEAL]

CONCILIATION

Treaty signed at Washington August 16, 1928
Senate advice and consent to ratification December 20, 1928
Ratified by the President of the United States January 4, 1929
Ratified by Austria January 17, 1929
Ratifications exchanged at Washington February 28, 1929
Entered into force February 28, 1929
Proclaimed by the President of the United States February 28, 1929

45 Stat. 2756; Treaty Series 777

The President of the United States of America and the Federal President of the Republic of Austria, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

The President of the United States of America, Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

The Federal President of the Republic of Austria, Mr. Edgar L. G. Prochnik, Envoy Extraordinary and Minister Plenipotentiary to the United States of America,

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Austria, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and the High Contracting Parties agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the

Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The high Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Austria in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and German languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the sixteenth day of August in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]
EDGAR PROCHNIK [SEAL]

EXTRADITION

Treaty and exchange of notes signed at Vienna January 31, 1930
Senate advice and consent to ratification June 16, 1930
Ratified by the President of the United States June 28, 1930
Ratified by Austria August 9, 1930
Ratifications exchanged at Vienna August 12, 1930
Proclaimed by the President of the United States August 14, 1930
Entered into force September 11, 1930
Article II supplemented by convention of May 19, 1934 [1]

46 Stat. 2779; Treaty Series 822

Treaty

The United States of America and Austria desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice, between the two countries and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America:
Mr. Albert Henry Washburn, Envoy Extraordinary and Minister Plenipotentiary to Austria, and

The Federal President of the Republic of Austria:
Mr. Johann Schober, Federal Chancellor,

who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

Article I. It is agreed that the Government of the United States and the Federal Government of Austria shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been convicted of any of the offenses specified in Article II of the present Treaty which are designated in the laws of the surrendering state as crimes other than misdemeanors and which were committed within the jurisdiction of one of the High Contracting Parties, whenever such person shall seek an asylum or shall be found within the territories of the other; provided that

[1] TS 873, *post*, p. 378.

such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the offense had been there committed.

Article II. Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following offenses:

1. Murder, comprehending the crimes designated by the term parricide, assassination, manslaughter when voluntary, poisoning or infanticide.

2. Rape, abortion, carnal knowledge of children under the age of fourteen years.

3. Abduction or detention of women or girls for immoral purposes.

4. Bigamy.

5. Arson.

6. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.

7. Crimes committed at sea:

a) Piracy, as commonly known and defined by the law of nations, or by statute.

b) Wrongfully sinking or destroying a vessel at sea.

c) Mutiny or conspiracy of two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel.

d) Assault on board ship upon the high seas with intent to do bodily harm.

8. Burglary, defined to be the act of breaking into and entering the house of another in the night time with intent to commit a felony therein.

9. The act of breaking into and entering the office of the Government and public authorities or the offices of banks, banking houses, savings-banks, trust-companies, insurance and other companies, or other buildings not dwellings with intent to commit a felony therein.

10. Robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or by putting him in fear.

11. Forgery or the utterance of forged papers.

12. The forgery or falsification of the official acts of the Governments, or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

13. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or

public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

14. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds one hundred dollars or the Austrian equivalent.

15. Embezzlement by any person or persons, hired, salaried or employed, to the detriment of their employers or principals, when the crime is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds one hundred dollars or the Austrian equivalent.

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

17. Larcency, defined to be the theft of effects, personal property, or money, of the value of one hundred dollars or more or the Austrian equivalent.

18. Obtaining money, valuable securities or other property by false pretences or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds one hundred dollars or the Austrian equivalent.

19. Perjury or subornation of perjury.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds one hundred dollars or the Austrian equivalent.

21. Crimes against the laws of both countries for the suppression of slavery and slave trading.

22. Wilful desertion or wilful non-support of minor or dependent children.[2]

The extradition is also to take place for participation in any of the aforesaid crimes as an accessory before or after the fact or for any attempt to commit any of the aforesaid crimes; provided such participation or attempt be punishable by imprisonment by the laws of both Contracting Parties.

Article III. The provisions of the present Treaty shall not import a claim of extradition for any offense of a political character, nor for acts connected with such offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political offense committed before his extradition.

---

[2] For convention of May 19, 1934, supplementing art. II (TS 873), see *post*, p. 378.

The State applied to or Courts of that State shall decide whether the offense is of a political character or not.

When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of any State or against the life of any member of his family, shall not be deemed sufficient to sustain that such offense was of a political character; or was an act connected with offenses of a political character.

Article IV. No person, except with the approval of the surrendering State, shall be tried for any crime committed before his extradition other than that for which he was surrendered, unless he has been at liberty for one month after having been tried for that offense, to leave the country, or, in case of conviction, for one month after having suffered his punishment or having been pardoned.

Article V. A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, either according to the laws of the country within the jurisdiction of which the crime was committed or according to the laws of the surrendering State, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

Article VI. If the person whose extradition has been requested, pursuant to the stipulations of this Convention, be actually under prosecution for a crime in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be terminated, or until such criminal shall be set at liberty in due course of law.

Article VII. If a fugitive criminal claimed by one of the parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of offenses committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received, unless its demand is waived. This Article shall not affect such treaties as have already previously been concluded by one of the Contracting Parties with other states.

Article VIII. Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens.

Article IX. The expense of transportation of the accused shall be paid by the Government which has preferred the demand for extradition. No claim other than for the board and lodging of an accused prior to his surrender arising out of the arrest, detention, examination and surrender of fugitives under this Treaty shall be made against the Government demanding the extradition; provided, however, that any officer or officers of the surrendering Government, who shall in the course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount

as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

These claims for board and lodging and for fees are to be submitted through the intermediary of the respective Government.

Article X. Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime, or which may be material as evidence in making proof of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

Article XI. The stipulations of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agents from the country or its seat of Government, or where extradition is sought from territory included in the preceding paragraph, other than the United States or Austria, requisitions may be made by superior consular officers. Requisitions for surrender with accompanying documentary proofs shall be required to be translated by the Government which has preferred the demand for extradition into the language of the surrendering Government.

The arrest and detention of a fugitive may be applied for on information, even by telegraph, of the existence of a judgment of conviction or of a warrant of arrest.

In Austria, the application for arrest and detention shall be addressed to the Federal Chancellor, who will transmit it to the proper department.

In the United States, the application for arrest and detention shall be addressed to the Secretary of State, who shall deliver a mandate certifying that the application is regularly made and requesting the competent authorities to take action thereon in conformity to statute.

In case of urgency, the application for arrest and detention may be addressed directly to the competent magistrate in conformity to the statutes in force.

The person provisionally arrested shall be released, unless within three months from the date of commitment in the United States—or from the date of arrest in Austria, the formal requisition for surrender, with the documentary proofs hereinafter described, be made as aforesaid by the diplomatic agent of the demanding Government, or in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime for which his extradition is asked, a copy of the sentence of the court before which such

conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

Article XII. In every case of a request made by either of the High Contracting Parties, for the arrest, detention or extradition of fugitive criminals, the appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every appropriate legal means within their power.

Article XIII. The present Convention shall be ratified by the High Contracting Parties, in accordance with their respective constitutional methods and shall take effect on the thirtieth day after the date of the exchange of ratifications, which shall take place at Vienna as soon as possible, but it shall not operate retroactively.

On the day when the present Convention takes effect, the Convention of July 3, 1856 [3] shall cease to be in force except as to crimes therein enumerated and committed prior to the date first mentioned.

The present Convention shall remain in force for a period of six months after either of the two Governments shall have given notice of a purpose to terminate it.

In witness whereof the above named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Done in duplicate at Vienna this 31rst day of January nineteen hundred and thirty.

ALBERT HENRY WASHBURN [SEAL]
SCHOBER [SEAL]

EXCHANGE OF NOTES

The American Minister to the Federal Chancellor

AMERICAN LEGATION,
VIENNA, *January 31st, 1930*

EXCELLENCY:

At the moment of signing the Treaty of Extradition between the United States of America and the Republic of Austria, I have the honor to state that I have been duly authorized to inform Your Excellency that in the event of the conviction in the United States of a person extradited from Austria where such conviction is followed by a sentence of death, the Government

[3] TS 9, *ante*, p. 211.

of the United States will undertake to recommend to the appropriate authorities the exercise of mercy by way of the commutation of the sentence to life imprisonment.

Accept, Excellency, the renewed assurances of my highest consideration.

ALBERT H. WASHBURN

His Excellency
Dr. JOHANN SCHOBER,
Austrian Federal Chancellor.

The Federal Chancellor to the American Minister

[TRANSLATION]

VIENNA, *January 31, 1930*

MR. MINISTER:

I have the honor, in the name of the Federal Government, to acknowledge the receipt of the note which Your Excellency sent me on the occasion of the signing of the treaty between the Republic of Austria and the United States of America for the extradition of criminals, and to take note of the declaration therein contained according to which Your Excellency has been empowered to inform me that the Government of the United States, in the event of a person delivered by Austria being found guilty in the said State and sentenced to death, the gracious commutation of the death penalty to a life imprisonment will be recommended.

Accept, Excellency, the renewed assurances of my most distinguished and highest consideration.

SCHOBER

His Excellency
Mr. ALBERT HENRY WASHBURN,
Envoy Extraordinary and Minister Plenipotentiary of the United States of America in Vienna.

DEBT FUNDING

Agreement signed at Washington May 8, 1930
Operative from January 1, 1928
Modified by agreement of September 14, 1932 [1]

Treasury Department print

AGREEMENT, Made the eighth day of May, 1930, at the City of Washington, District of Columbia, between THE FEDERAL GOVERNMENT OF THE REPUBLIC OF AUSTRIA, hereinafter called AUSTRIA, party of the first part, and THE GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called THE UNITED STATES, party of the second part

WHEREAS, Austria is indebted to the United States as of January 1, 1928, upon an obligation designated as bond No. 1, Relief series B of 1920 in the principal amount of $24,055,708.92, together with interest accrued and unpaid thereon; and

WHEREAS, Austria desires to liquidate said indebtedness to the United States, both interest and principal, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Austria upon the terms hereinafter set forth;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.*—The amount of indebtedness to be liquidated is $34,630,968.68 which has been computed as follows:

Principal of relief obligations	$24,055,708.92
Accrued and unpaid interest from September 4, 1920, to January 1, 1928, at 6% per annum	10,575,259.76
Total indebtedness as of January 1, 1928	$34,630,968.68

2. *Payment.*—In order to provide for the liquidation of the indebtedness, Austria agrees to pay and the United States to accept the sum of $33,428,500, to be paid in twenty-five equal annual installments of $1,337,140 each, on the first day of January, 1943, and on the first day of January of each of the subsequent years to 1967, inclusive. In lieu of these twenty-five payments Austria may, at its option, issue to the United States, at par, bonds of Austria

[1] *Post*, p. 376.

in the aggregate principal amount of $24,614,885, dated January 1, 1928, and maturing serially on the several dates and in the amounts fixed in the following schedule:

January 1—		January 1—	
1929	$287,556	1949	$743,047
1930	287,556	1950	743,047
1931	287,556	1951	743,047
1932	287,556	1952	743,047
1933	287,556	1953	743,047
1934	460,093	1954	743,047
1935	460,093	1955	743,047
1936	460,093	1956	743,047
1937	460,093	1957	743,047
1938	460,093	1958	743,047
1939	460,093	1959	743,047
1940	460,093	1960	743,047
1941	460,093	1961	743,047
1942	460,093	1962	743,047
1943	460,093	1963	743,047
1944	743,047	1964	743,047
1945	743,047	1965	743,047
1946	743,047	1966	743,047
1947	743,047	1967	743,047
1948	743,047	1968	743,047
			$24,614,885

PROVIDED, HOWEVER, That if Austria shall exercise this option, the obligation of Austria to pay annuities during the years 1929 to 1943 will in the case of each annuity not arise if the Trustees of the Reconstruction Loan of 1923 prior to the preceding December first have raised objection to the payment of the annuity in question on the due date. To the extent, if any, that any such annuity is not paid by reason of such objection on the part of the Trustees, the amount thereof together with interest at 5 per cent per annum compounded annually to December 31, 1943, shall be repaid together with further interest at 5 per cent per annum by twenty-five equal annuities on January 1 of each of the years 1944 to 1968 inclusive. Austria shall issue its bond to the United States for each of the twenty-five annuities similar in form to the bonds first to be issued hereunder, but bearing interest at the rate of 5 per cent per annum, and maturing serially on January 1st of each of the years 1944 to 1968, inclusive.

Austria agrees that no payment shall be made upon or in respect of any of its obligations issued to the Relief Creditor Nations, to wit, Denmark, France, Great Britain, Holland, Italy, Norway, Sweden and Switzerland before, at or after maturity, whether for principal or for interest, unless a similar and proportionate payment shall simultaneously be made upon the relief indebtedness of Austria to the United States as set forth above.

3. *Form of Bond.*—All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of

America, or order, and shall be signed for Austria by its duly authorized representatives. The bonds to be dated January 1, 1928, and maturing January 1, 1929, and annually thereafter to January 1, 1943, inclusive, shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A", and shall be issued in fifteen pieces with maturities and in denominations as hereinabove set forth and shall bear no interest except that in the event that any bond is not paid on the date of its maturity, interest shall be paid as specified in paragraph 2 above. The bonds to be dated January 1, 1928, and maturing January 1, 1944, and annually thereafter to January 1, 1968, inclusive, shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit B", and shall be issued in twenty-five pieces with maturities and in denominations as hereinabove set forth and shall bear no interest.

4. *Method of Payment.*—All bonds issued or to be issued hereunder shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Austria, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

All payments, whether in cash or in obligations of the United States, to be made by Austria on account of the principal of or interest on any bonds issued or to be issued hereunder and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date of maturity, or if in obligations of the United States shall be in form acceptable to the Secretary of the Treasury of the United States under the general regulations of the Treasury Department governing transactions in United States obligations.

5. *Exemption from Taxation.*—The principal and interest of all bonds issued or to be issued hereunder shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or under authority of Austria or any political or local taxing authority within Austria.

6. *Security.*—Austria represents that the Reparation Commission, pursuant to the powers conferred upon it, has recognized that the bonds to be issued under this Agreement shall enjoy the same security as the bonds of Relief Series B of 1920, and shall be a first charge upon all the assets and revenues of Austria, and shall have priority over costs of reparation under the Treaty of Saint-Germain,[2] or under any treaty or agreement supplementary thereto, or under any arrangements concluded between Austria and the

[2] For relevant portions of the treaty of peace signed at Saint Germain-en-Laye Sept. 10, 1919, see *ante*, p. 234.

Allied and Associated Powers during the armistice signed on November 3, 1918,[3] and the Austrian Government agrees that nothing in this agreement shall prejudice or affect the provisions contained in the bonds of Relief Series B of 1920 constituting such bonds a first charge upon all the assets and revenues of Austria (without prejudice, however, to the lien enjoyed by the Reconstruction Loan of 1923), so that if the Government of Austria should at any time without the assent of the United States pay or attempt to pay any sum whether in respect of reparation or by way of compensation for any non-fulfilment of the obligations of Austria under Article 184 of the said Treaty, the amount owing under the terms of Bond No. 1, Relief Series B of 1920 for principal moneys and for any arrears of interest thereon at 6 per cent per annum, compounded semi-annually from September 4, 1920, to January 1, 1925, and thereafter at 5 per cent per annum, compounded annually, shall forthwith be paid in cash by the Austrian Government in priority to any such payments under the said Treaty.

7. *Compliance with Legal Requirements.*—Austria represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized, and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Austria and in conformity therewith.

8. *Cancellation and Surrender of Obligations.*—Upon the execution of this Agreement, the delivery to the United States of the principal amount of bonds of Austria to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement by the representative of Austria and for the execution of the bonds to be issued hereunder by the representatives of Austria, the United States will cancel and surrender to Austria at the Treasury of the United States in Washington, the relief obligation of Austria now held by the United States.

9. *Notices.*—Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States, shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Legation of Austria in Washington or at the office of the Ministry of Finance in Vienna; and any notice, request, or election from or by Austria shall be sufficient if delivered to the American Legation in Vienna or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

10. *Counterparts.*—This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

---

[3] *Ante*, vol. 2, p. 1.

IN WITNESS WHEREOF, Austria has caused this Agreement to be executed on its behalf by its duly authorized representative at Washington, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to the Act of Congress approved February 4, 1929,[4] all on the day and year first above written.

The Federal Government of The Republic of Austria,
By
EDGAR PROCHNIK,
Envoy Extraordinary and Minister Plenipotentiary.

The Government of The United States of America,
By
A. W. MELLON,
Secretary of the Treasury.

Approved:
HERBERT HOOVER,
President.

EXHIBIT A

(Form of Bond 1929–1943)

THE REPUBLIC OF AUSTRIA
GOLD BOND

Relief Series B–1920, No.
January 1, 1928

(Renewal Bond)
Due January 1, 19—

The Republic of Austria, hereinafter called Austria, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on January 1, , the sum of Dollars ($). This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Austria, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder. Nevertheless, the obligation of Austria to pay this bond shall not arise if the Trustees of the Reconstruction Loan of 1923 have, prior to the first day of December preceding the maturity date of this bond, raised objection to the payment of this bond on the due date. If this bond is not paid on its due date by reason of such objection on the part of the Trustees, the amount thereof, together with interest at 5 per cent compounded annually to December 31, 1943, shall be repaid, together with further interest at 5 per cent per annum in twenty-five equal annual installments on the first of January of each of the years 1944 to 1968, inclusive.

This bond is payable as to both principal and interest without deduction for, and is exempt from, any and all taxes and other charges, present or future, imposed by or under authority of Austria or its possessions or any political or local taxing authority within Austria. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

[4] 45 Stat. 1149.

This obligation is one of a series of obligations of similar tenor but in different amounts and payable in different currencies, designated as "Relief Series B of 1920 (Renewal Bonds)".

Austria agrees that no payment will be made upon or in respect of any of the obligations of the "Relief Bond Series B–1920" due on January 1, 1925, or upon or in respect of any of the obligations "Relief Series B of 1920 (Renewal Bonds)" or of any other obligations issued by Austria in renewal of the said "Relief Bonds Series B–1920" before, at, or after maturity, whether for principal or for interest, unless a similar payment shall simultaneously be made upon all the obligations of "Relief Series B of 1920 (Renewal Bonds)" issued by Austria in proportion to the respective obligations of said series.

The payment of this obligation is secured in the same manner and to the same extent as the obligation of Austria in the principal amount of $24,055,708.92, designated as Bond No. 1, Relief Series B of 1920.

Austria agrees that if at any time it should pay or attempt to pay any sum whether in respect of reparation or by way of compensation for any non-fulfilment of the obligations of Austria under Article 184 of the Treaty of Saint-Germain, the amount owing under the terms of Bond No. 1, Relief Series B of 1920 for principal moneys and for any arrears of interest thereon at 6 per cent per annum, compounded semiannually, from September 4, 1920, to January 1, 1925, and thereafter at 5 per cent per annum, compounded annually, shall forthwith be paid in cash by the Austrian Government in priority to any such payments under the said Treaty.

This bond is issued under an Agreement dated May 8, 1930, between Austria and the United States, to which this bond is subject and to which reference is made for a further statement of its terms and conditions.

In witness whereof, Austria has caused this bond to be executed on its behalf by its duly authorized representatives at the city of Vienna, as of January 1, 1928.

The Federal Government of The Republic of Austria:

By

EXHIBIT B

(Form of Bond 1944–1968)

THE REPUBLIC OF AUSTRIA

GOLD BOND

Relief Series B–1920, No. (Renewal Bond)
January 1, 1928 Due January 1, 19—

The Republic of Austria, hereinafter called Austria, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on January 1, , the sum of Dollars ($). This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Austria, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

This bond is payable without deduction for, and is exempt from, any and all taxes and other charges, present or future, imposed by or under authority of Austria or its possessions or any political or local taxing authority within Austria. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This obligation is one of a series of obligations of similar tenor but in different amounts and payable in different currencies, designated as "Relief Series B of 1920 (Renewal Bonds)".

Austria agrees that no payment will be made upon or in respect of any of the obligations of the "Relief Bond Series B–1920" due on January 1, 1925, or upon or in respect of any of the obligations "Relief Series B of 1920 (Renewal Bonds)", or of any other obligations issued by Austria in renewal of the said "Relief Bonds Series B–1920" before, at, or after maturity, whether for principal or for interest, unless a similar payment shall simultaneously be made upon all the obligations of "Relief Series B of 1920 (Renewal Bonds)" issued by Austria in proportion to the respective obligations of said series.

The payment of this obligation is secured in the same manner and to the same extent as the obligation of Austria in the principal amount of $24,055,708.92, designated as Bond No. 1 Relief Series B of 1920.

Austria agrees that if at any time it should pay or attempt to pay any sum whether in respect of reparation or by way of compensation for any non-fulfilment of the obligations of Austria under Article 184 of the Treaty of Saint-Germain, the amount owing under the terms of Bond No. 1, Relief Series B of 1920 for principal moneys and for any arrears of interest thereon at 6 per cent per annum, compounded semiannually, from September 4, 1920, to January 1, 1925, and thereafter at 5 per cent per annum, compounded annually, shall forthwith be paid in cash by the Austrian Government in priority to any such payments under the said Treaty.

This bond is issued under an Agreement dated May 8, 1930, between Austria and the United States, to which this bond is subject and to which reference is made for a further statement of its terms and conditions.

In witness whereof, Austria has caused this bond to be executed on its behalf by its duly authorized representatives at the City of Vienna, as of January 1, 1928.

The Federal Government of The Republic of Austria:
By

FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

Agreement signed at Vienna January 20, 1931, supplementing treaty of June 19, 1928
Senate advice and consent to ratification February 20, 1931
Ratified by Austria March 28, 1931
Ratified by the President of the United States April 29, 1931
Ratifications exchanged at Vienna May 27, 1931
Entered into force May 27, 1931
Proclaimed by the President of the United States May 28, 1931

47 Stat. 1899; Treaty Series 839

Supplementary Agreement

To the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Austria, signed on June 19, 1928

The United States of America and the Republic of Austria, by the undersigned Mr. Gilchrist Baker Stockton, Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Vienna, and Dr. Johann Schober, Vice-Chancellor and Federal Minister for Foreign Affairs of the Republic of Austria, their duly empowered plenipotentiaries, agree, as follows:

Notwithstanding the provisions of the first paragraph of Article XXIV of the Treaty of Friendship, Commerce and Consular Rights, between the United States of America and the Republic of Austria, signed June 19, 1928,[1] to the effect that the said Treaty shall remain in force for the term of six years from the date of the exchange of ratifications, it is agreed that the said Treaty may be terminated on February 11, 1935, or on any date thereafter, by notice given by either high contracting party to the other party one year before the date on which it is desired that such termination shall become effective.

Done in duplicate, in the English and German languages, at Vienna, this 20th day of January One Thousand Nine Hundred and Thirtyone.

G. B. Stockton [seal]
Schober [seal]

[1] TS 838, *ante*, p. 351.

NARCOTIC DRUGS

Exchange of notes at Vienna April 10 and July 24, 1931
Entered into force July 24, 1931

Department of State files

The American Minister to the Vice Chancellor and Federal Minister of Foreign Affairs

No. 108 VIENNA, *April 10, 1931*

EXCELLENCY:

I have the honor to inform Your Excellency that I have been instructed by my Government to invite the attention of the Austrian Government that in an endeavor to bring about stricter control of the illicit traffic in narcotic drugs, the Treasury Department of the United States has requested an effort be made to establish closer cooperation between the appropriate administrative officials of the United States and certain foreign countries.

To aid in the accomplishment of this purpose, it would be appreciated if arrangements could be made with the Austrian Government for:

1. The direct exchange between the United States Treasury Department and the corresponding office in Austria of information and evidence with reference to persons engaged in the illicit traffic. This would include such information as photographs, criminal records, finger prints, Bertillon measurements, description of the methods which the persons in question have been found to use, the places from which they have operated, the partners they have worked with, etc.

2. The immediate direct forwarding of information by letter or cable as to the suspected movement of narcotic drugs, or of those involved in smuggling drugs, if such movements might concern the other country. It will be readily realized that to have any value such information must reach its destination directly and speedily.

3. Mutual cooperation in detective and investigating work.

The officer of the Treasury Department who would have charge, on behalf of the United States Government, of the cooperation in the suppression of the illicit traffic in narcotics is the Commissioner of Narcotics, whose mail

address is Treasury Department, Washington, D.C., and whose telegraphic address is "Narcotics", Washington, D.C.

The proposed informal arrangement has already been accepted by the governments of twenty countries.

If the proposed arrangement meets with the approval of Your Excellency's Government, I am instructed to transmit to the Department of State the signed original of the Austrian note of acceptance. Accordingly it is requested that such note be accompanied by a signed duplicate for the files of the Legation. I am furthermore instructed to ascertain whether the Austrian Government, if it accepts, would have any objection to the publication by the United States Government of such note.

As of interest in this connection, there is attached a copy of the Department of State's BULLETIN OF TREATY INFORMATION No. 5, of July 31, 1929,[1] containing the texts of the arrangements entered into between the United States and other Governments, except the Cuban, Egyptian, and Mexican Governments, with whom arrangements were concluded subsequent to the issuance of this BULLETIN. It should also be added that final details have been completed in respect of the agreement with Yugoslavia, the preliminary correspondence concerning which appears in the enclosed BULLETIN OF TREATY INFORMATION.

In view of the Department of State's instruction that certain of the information desired of the Federal Chancellery, Department for Foreign Affairs, be telegraphed to Washington, it would be very much appreciated if I might receive a reply from Your Excellency at as early a date as possible.

I take this occasion to renew to Your Excellency the assurance of my highest consideration.

G. B. STOCKTON

His Excellency
Dr. JOHANN SCHOBER,
Vice Chancellor and
Federal Minister for Foreign Affairs.

The Vice Chancellor and Federal Minister of Foreign Affairs to the American Minister

[TRANSLATION]

THE VICE CHANCELLOR AND
FEDERAL MINISTER FOR
FOREIGN AFFAIRS

No. 177.459–14 a

VIENNA, *July 24, 1931*

EXCELLENCY:

With reference to the Legation's note No. 108 of April 10, 1931, I have the honor to inform Your Excellency that the Austrian authorities charged

[1] Not printed here.

with the prevention of the traffic in narcotic drugs, consider a direct exchange of pertinent information a very important means by which the struggle against the illicit trading in such drugs may be rendered more effective, and are prepared to enter into a direct exchange of information in accordance with the proposals contained in the above mentioned note.

The competent department with which to communicate for such an exchange of information is the Police Direction in Vienna, which functions as the "Zentralevidenzstelle" (central record department) in matters pertaining to the control of the illicit traffic in narcotic drugs (narcotic drug department). Its address is: Polizeidirektion, Rauschgiftstelle, Vienna, IX., Rossauerlände 7 (Police Direction, Narcotic Drug Department); the telegraphic address is: Vienna, Polizeidirektion.

I have the honor further to inform Your Excellency that the Austrian Government has no objection to the publication of the documents which have been exchanged in regard to the aforementioned matter.

I avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

SCHOBER

His Excellency
Mr. GILCHRIST BAKER STOCKTON,
Minister Extraordinary and Plenipotentiary
of the United States of America,
Vienna.

DEBT FUNDING

Agreement signed at Washington September 14, 1932, modifying agreement of May 8, 1930
Operative from July 1, 1931

Treasury Department print

AGREEMENT, Made the 14th day of September, 1932, at the City of Washington, District of Columbia, between the FEDERAL GOVERNMENT OF THE REPUBLIC OF AUSTRIA, hereinafter called AUSTRIA, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part

WHEREAS, under the terms of the debt funding agreement between Austria and the United States, dated May 8, 1930,[1] there was payable by Austria to the United States during the fiscal year beginning July 1, 1931 and ended June 30, 1932, in respect of the bonded indebtedness of Austria to the United States, the principal amount of $287,556; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,[2] authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Austria on the terms hereinafter set forth, to postpone the payment of the amount payable by Austria to the United States during such year in respect of its bonded indebtedness to the United States;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. Payment of the amount of $287,556, payable by Austria to the United States during the fiscal year beginning July 1, 1931 and ended June 30, 1932, in respect of the bonded indebtedness of Austria to the United States, according to the terms of the agreement of May 8, 1930, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Austria to the United States in ten equal annuities of $34,767.23 each, payable in equal annual installments on January 1 of each year beginning January 1, 1934 and concluding January 1, 1943. The bond numbered 4 dated Janu-

[1] *Ante*, p. 365.
[2] 47 Stat. 3.

ary 1, 1928, and matured January 1, 1932, in the principal amount of $287,556, delivered by Austria to the United States under the agreement of May 8, 1930, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of May 8, 1930, above mentioned. The option of Austria provided for in paragraph 4, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of May 8, 1930, between Austria and the United States, above mentioned, shall remain in all respects in full force and effect except so far as expressly modified by this Agreement.

4. Austria and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Austria and the United States, respectively, and in conformity therewith.

5. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Austria has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The Republic of Austria
By
EDGAR PROCHNIK,
Envoy Extraordinary and Minister Plenipotentiary

The United States of America
By
OGDEN L. MILLS,
Secretary of the Treasury

Approved:
HERBERT HOOVER,
President

EXTRADITION

Convention signed at Vienna May 19, 1934, supplementing treaty of January 31, 1930
Senate advice and consent to ratification June 15, 1934
Ratified by the President of the United States June 28, 1934
Ratified by Austria August 21, 1934
Ratifications exchanged at Vienna September 5, 1934
Entered into force September 5, 1934
Proclaimed by the President of the United States September 10, 1934

49 Stat. 2710; Treaty Series 873

The United States of America and Austria, desiring to enlarge the list of crimes on account of which extradition may be granted under the Convention concluded between the United States and Austria on January 31, 1930,[1] with a view to the better administration of justice and prevention of crime within their respective territories and jurisdictions, have resolved to conclude a Supplementary Convention for this purpose and have appointed the following Plenipotentiaries:

The President of the United States of America:
Mr. Alfred W. Kliefoth, his Chargé d'Affaires ad interim to Austria, and

The Federal President of Austria:
Dr. Engelbert Dollfuss, Federal Chancellor.

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

ARTICLE I. The following crimes are added to the list of crimes numbered 1 to 22 in Article II of the said Convention of January 31, 1930, on account of which extradition may be granted, that is to say:

23. Crimes against the bankruptcy laws.

ARTICLE II. The Present Convention shall be considered as an integral part of the said extradition Convention of January 31, 1930, and Article II of the last-mentioned Convention shall be read as if the list of crimes there-in

[1] TS 822, *ante*, p. 358.

contained had originally comprised the additional crimes numbered 23 in the first Article of the present Convention.

The present Convention shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods, and shall take effect on the date of the exchange of ratifications which shall take place at Vienna as soon as possible.

In witness whereof the abovementioned Plenipotentiaries have signed the present Convention in both the English and German languages, and have hereunto affixed their seals.

Done, in duplicate, at Vienna, this 19th day of May, nineteen hundred and thirty-four.

ALFRED W. KLIEFOTH [SEAL]

DOLLFUSS [SEAL]

219-919—70——26

SETTLEMENT OF CERTAIN WAR ACCOUNTS AND CLAIMS

Agreement signed at Vienna June 21, 1947
Entered into force June 21, 1947

61 Stat. 4168; Treaties and Other International Acts Series 1920

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE FEDERAL GOVERNMENT OF AUSTRIA REGARDING SETTLEMENT FOR WAR ACCOUNTS AND CLAIMS INCIDENT TO THE OPERATIONS OF THE U.S. FORCES IN AUSTRIA DURING THE PERIOD 9 APRIL 1945 TO 30 JUNE 1947, INCLUSIVE

PREAMBLE

1. The Government of the United States of America and the Government of Austria have reached an understanding regarding the settlement for outstanding war accounts and claims incident to the operations of the United States Forces in Austria from the liberation of Austria on 9 April 1945 to 30 June 1947, inclusive. This agreement is in full, complete and final settlement, and the signatory governments agree that, except as herein specifically provided, no further benefits will be sought by either of them as consideration for the foregoing. In arriving at this understanding, the signatory governments have recognized the benefits accruing to each from the liberation of Austria on 9 April 1945, the early establishment of that economic security necessary for a lasting peace as well as the difficulties connected on each side with the keeping of detailed accounts and records during the period of and following actual combat operations of field armies.

2. Effective 1 July 1947, rentals, facilities, goods, services, and schillings procured by the U.S. Occupational Forces stationed in Austria will be paid for with U.S. dollar funds.

ARTICLE I

3. The Government of the United States agrees to pay the sum of Three Hundred Eight Million Three Hundred Eighty Two Thousand Five Hundred Ninety Schillings (Sch 308,382,590) to the Austrian Government in full and final settlement of all obligations incurred by United States Forces, agencies (Public or Quasi-Public) together with forces of other nations operating under command of the U.S. Forces in Austria, during the period 9 April 1945 to 30 June 1947, inclusive.

4. The Austrian Government agrees to accept Three Hundred Eight Million Three Hundred Eighty Two Thousand Five Hundred Ninety Schillings in full, final and complete settlement and payment of all claims which have arisen or may arise as a result of acts which occurred prior to 1 July 1947.

5. The word claims as used covers all claims and includes specifically but is not restricted to the following:

a. Claims for the loss, damage, destruction and use of property, whether real, personal, or mixed and for supplies, communication, transportation and other services, requisitioned, ordered and used, arising out of the exercise or purported exercise of belligerent, occupational or other rights and all other claims of any type whatever against the United States by the Austrian Government, nationals of Austria, or persons owning property in or residing in Austria.

b. Claims for rentals for real estate occupied during the period 9 April 1945 to 30 June 1947, inclusive.

c. Claims for cost of supplies and services of any type whatever, furnished during the aforesaid period to the Government of the United States and to individuals accredited to United States Forces in Austria.

d. Settlement in full for the completed and delivered portion of all contracts entered into by representatives of the Government of the United States with Austrian nationals or others owning property, rendering service or residing in Austria, entered into prior to 1 July 1947.

6. The Austrian Government guarantees the Government of the United States to adjudicate individual claims, pay to individuals and settle with individuals, both Austrian nationals and others owning property, rendering service or residing in Austria, and to guarantee full protection to the United States against any claims for services, supplies, and other obligations of whatever nature which occurred during the period 9 April 1945 to 1 July 1947.

7. The Austrian Government recognizes the validity and propriety of the payments made during the aforementioned period in schillings by the United States for obligations of whatsoever nature.

ARTICLE II

8. The Austrian Government agrees that nothing in this agreement is to be construed as settlement of, or in any manner or form as abrogating the terms of any loans made by any agency of the Government of the United States to the Austrian Government. The Austrian Government further agrees that nothing in this agreement is to be construed as modifying or abrogating the terms of any private agreements entered into by citizens or corporations of the United States with citizens or corporations of or residing in Austria, and will not be construed as changing in any manner whatever or abrogating any securities issued by the Austrian Government or corporations whose home office is in Austria.

ARTICLE III

9. The United States Forces in Austria will deliver to the Austrian Government all records, vouchers, etc. pertaining to the obligation and claims of Austrian Governmental agencies, Austrian nationals, corporations, individuals residing in or owning property in Austria, and foreign and local corporations, remaining unpaid as of 1 July 1947.

10. The United States Forces in Austria will hold available for inspection by the Austrian Government, for a period of two years from the date of signing this agreement, all records pertaining to bills paid or claims settled by the United States Forces in Austria, with Austrian Governmental agencies, Austrian nationals, individuals residing in or owning property in Austria, including claims by or bills owing to foreign and local corporations and remaining unsettled as of 1 July 1947.

11. The Austrian Government will hold available for inspection by representatives of the Government of the United States, for a period of two years from the date of signing this agreement, all records pertaining to financial transactions, supplies, services, and personal services, furnished to the Government of the United States, during the period 9 April 1945 to 1 July 1947.

ARTICLE IV

12. The Austrian Government further agrees that no amount will be charged to the United States Forces in Austria for any real properties, chattels appurtenant thereto or personal services in connection therewith which shall be derequisitioned and vacated by the United States Forces in Austria prior to 31 July 1947 or for any claims arising out of the termination of employment.

13. This English text in 4 pages including this one is agreed upon as the official language of this agreement, but a translation into German will be made.

In witness whereof the parties hereto by their duly authorized representatives have hereunto set their hands at Vienna, Austria, this 21st day of June 1947

For the United States of America
GEOFFREY KEYES,
Lieutenant General, USA
High Commissioner

For the Federal Government of Austria
FIGL LEOPOLD,
Chancellor for the
Federal Government
of Austria [translation]

[SEAL]

OCCUPATION COSTS OF UNITED STATES FORCES IN AUSTRIA

Agreement signed at Vienna June 21, 1947
Entered into force July 1, 1947

61 Stat. 4171; Treaties and Other International Acts Series 1921

AGREEMENT BETWEEN UNITED STATES FORCES IN AUSTRIA AND THE FEDERAL GOVERNMENT OF AUSTRIA

In order to assist the Government of Austria in the restoration of its economic life and the return of its democratic processes, the United States Forces in Austria hereby declares its policy in regard to the payment of Occupation Costs in Austria:

Hereafter, the United States Forces in Austria will pay, in United States dollars, for all real estate and chattels appurtenant thereto, utility service, services, and supplies furnished for the maintenance of United States Forces in Austria.

To assist the United States Forces in Austria in the accomplishment of this objective, the Austrian Government hereby subscribes to the following procedures and agrees to furnish technical assistance necessary to implement the provisions stated below:

Payment Procedure

1. Payment for real estate and chattels appurtenant thereto, utility service, services and supplies furnished will be made quarterly, or at such shorter intervals as may be deemed desirable by the United States Forces in Austria in American dollars by the United States Forces in Austria to the Austrian Government. The United States Forces in Austria will present vouchers quarterly or at such shorter intervals as may be deemed desirable by the United States Forces in Austria on all items furnished together with sufficient dollars at the agreed rate of exchange to cover the amount included in the vouchers, for which the Austrian Government will acknowledge receipt and make proper payment against the vouchers submitted and all claims arising under future agreements.

Bases for Determination of Rentals and Values

2. The rental value of real estate and chattels appurtenant thereto will be determined by adding (a) the annual furnished rental value in schillings

of the real estate as determined by the Federal Ministry of Finance of the Austrian Government as of 1 June 1947, (b) estimated annual schilling cost of electricity, gas and water, (c) estimated annual schilling cost of such inspections and services as may be required by Austrian law and dividing the total in schillings by twelve to determine the monthly rate. This monthly schilling rate will be then computed in dollars at the agreed rate of exchange. In any case where the rental value of the real estate including (a), (b) and (c) above and chattels appurtenant thereto may not have been estimated as of 1 June 1947, the Federal Ministry of Finance agrees to establish not later than 31 July 1947 a value in accordance with practices and similar valuations in effect as of 1 June 1947.

3. The cost of public utility services, such as electricity, gas, and water, other than that which is included in rental agreements, will be in accordance with the rates in schillings prescribed by the Occupation Forces as of 1 June 1947.

4. The cost of personal services, other than that covered in rental agreements, will be in accordance with the wage rates in schillings prevailing at the time in the general locality where the services are performed and as may be negotiated with the appropriate officials.

5. The cost of supplies in Austria will be at prevailing prices which have been approved by the Office of Price Control of the Austrian Government.

6. The Austrian Government agrees to maintain properties required for use by the United States Forces in Austria in a condition acceptable to the Commanding General, United States Forces in Austria. If, however, lack of materials or of articles necessary for proper maintenance of such properties prevent the Austrian Government from fulfilling its obligation in this respect, the United States Forces in Austria may make the necessary repairs and deduct the cost of same from the accrued and accruing rentals.

Accrued or Pending Claims

7. For various valuable considerations, receipt of which is acknowledged by the Austrian Government, the said Austrian Government hereby acknowledges and assumes full and complete responsibility for the adjudication and for the appropriate payment of all such claims against the United States arising out of the use by the United States Forces in Austria, of real estate in Austria, loss, damage to or destruction of fixtures and chattels appurtenant thereto; and loss, damage to or destruction of real, personal, and mixed property, as may have accrued during the period 9 April 1945 and 30 June 1947 inclusive as to both dates, without regard to the nationality of the person asserting the claim, thereby relieving the United States of all liability to receive, adjudicate and settle claims of that nature.

Reservations

8. The United States Forces in Austria reserves all right, title, and interest in fixtures which are the property of the United States Government and

which have been installed in real estate heretofore requisitioned, and in all fixtures hereafter installed and paid for by the United States Forces in Austria, except when the value of the same shall be charged against the rental of the property in which installed or included in a single payment settlement to the Austrian Government of outstanding obligations.

9. None of the terms or provisions of this instrument shall be interpreted or construed in such a manner as to limit or abrogate the rights and powers vested in the Commanding General, United States Forces in Austria, and the High Commissioner, whether or not the functions of those offices be combined in one and the same individual, under the Allied Control Agreement.

10. The Austrian Government agrees that, without the express consent of the Commanding General, United States Forces in Austria, or of the United States High Commissioner, no law it has heretofore enacted or may hereafter enact to ration and limit the use of electricity, gas, and water shall apply to the use thereof by the United States Forces in Austria, but that those utilities will be furnished, without restriction other than those imposed by an act of God, in accordance with paragraph 3 hereof.

11. The Austrian Government further agrees that during the presence in Austria of representatives of the United States in connection with the Occupation of Austria it will enter into agreements with any other United States Government agency now or hereafter requiring real estate and chattels appurtenant thereto, identical to this agreement unless more favorable terms are offered by the Government of Austria.

12. The Austrian Government hereby agrees that it will not cause nor permit the destruction, removal or exchange of any chattels, furniture, fixtures or accessories in real property the subject of this agreement or of agreements entered into between the agents of the Austrian Government and the United States Forces in Austria in conformity with this agreement.

13. This agreement shall be binding upon the parties hereto as of 1 July 1947 and until revised in whole or in part or abrogated by mutual agreement.

14. The Austrian Government recognizes that after 1 July 1947 there will be need by the United States Government for Austrian schillings and to protect the United States, the Austrian Government agrees to repurchase from the United States Government upon presentation such schillings at a price not less favorable than the price the United States was required to pay for same. Such purchases by the United States will be made from the National Bank of Austria.

15. This English text in 4 pages, including this one, is agreed upon as the official language of this agreement, but a translation into German will be made.

In witness whereof the parties hereto by their duly authorized representatives hereunto subscribe their names at Vienna, Austria, this 21st day of June, anno domini one thousand nine hundred and forty-seven.

For the Federal Government of Austria
FIGL LEOPOLD
Chancellor for the Federal Government of Austria [translation]

For the United States Forces in Austria
GEOFFREY KEYES
Lieutenant General, USA
Commanding U.S. Forces in Austria

RELIEF ASSISTANCE

Agreement signed at Vienna June 25, 1947
Entered into force June 25, 1947
Terminated December 31, 1948 [1]

61 Stat. 2970; Treaties and Other International Acts Series 1631

AGREEMENT BETWEEN THE UNITED STATES AND AUSTRIA

WHEREAS, it is the desire of the United States to provide relief assistance to the Austrian people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

WHEREAS, the Austrian Government has requested the United States Government for relief assistance and has presented information which convinces the United States Government that the Austrian Government urgently needs assistance in obtaining the basic essentials of life for the people of Austria; and

WHEREAS, the United States Congress has by Public Law 84, Eightieth Congress, May 31, 1947,[2] authorized the provision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurances covering the relief program as required by the Act of Congress; and

WHEREAS, the Austrian Government and the United States Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Austrian people;

The Government of the United States represented by Lieutenant General Geoffrey Keyes, U.S. High Commissioner, Commanding General U.S.F.A., and the Government of Austria represented by Federal Chancellor Ing. Dr. h. c. Leopold Figl and Federal Minister for Foreign Affairs Dr. Karl Gruber, have agreed as follows:

---

[1] Pursuant to exchange of notes at Vienna Dec. 23 and 28, 1948.
[2] 61 Stat. 125.

ARTICLE I

Furnishing of Supplies

(a) The program of assistance to be furnished shall consist of such types and quantities of supplies, and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Austrian Government in accordance with the Public Law 84, Eightieth Congress, May 31, 1947, and any Acts amendatory or supplementary thereto. Such supplies shall be confined to certain basic essentials of life; namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel, and seeds.

(b) Subject to the provisions of Article III, the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services furnished under this Agreement.

(c) United States Government agencies will provide for the procurement, storage, transportation and shipment to Austria of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

(d) The Austrian Government will from time to time submit in advance to the High Commissioner of the United States in Austria its proposed programs for relief import requirements. These programs shall be subject to screening and approval by the United States Government and procurement shall be authorized only for items contained in the approved programs.

(e) Transfers of United States relief supplies shall be made under Arrangements to be determined by the High Commissioner of the United States or other designated officials of the United States Government in consultation with the Austrian Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies, or may recover possession of any United States relief supplies transferred up to the city or local community where such supplies are made available to the ultimate consumers.

ARTICLE II

Distribution of Supplies in Austria

(a) All United States relief supplies shall be distributed by the Austrian Government under the direct supervision and control of the United States representatives and in accordance with the terms of this Agreement. The distribution shall be through commercial channels to the extent feasible and desirable.

(b) All United States relief supply imports shall be free of fiscal charges including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected in United States relief supply imports shall accrue to the special account referred to in Article III. All United States relief supply imports given free to indigents, institutions and others shall be free of fiscal charges, including customs duties.

(c) The Austrian Government will designate a high-ranking official who shall have the responsibility of liaison between the Austrian Government and the United States representatives responsible for the relief program.

(d) The Austrian Government will distribute United States relief supplies and similar supplies produced locally or imported from outside sources without discrimination as to race, creed or political party or belief. Such supplies shall not be diverted to non-essential uses or for export or removal from the country and an excessive amount of said supplies shall not be used to assist in the maintenance of Austrian armed forces, and in no event shall such supplies be used to maintain the armed forces of any occupying power.

(e) The Austrian Government will so conduct the distribution of United States relief supplies and similar supplies produced locally and imported from outside sources as to assure a fair and equitable share of the supplies to all classes of the people throughout Austria.

(f) A ration and price control system shall be maintained and the distribution shall be so conducted that all classes of the population, irrespective of purchasing power, shall receive their fair share of supplies covered in this Agreement.

ARTICLE III

Utilization of Funds Accruing from Sales of United States Supplies

(a) The prices at which the United States relief supplies shall be sold in Austria shall be agreed upon between the Austrian Government and the United States Government.

(b) When United States relief supplies are sold for local currency, the amount of such local currency shall be deposited by the Austrian Government in a special account in the name of the Austrian Government.

(c) Until June 30, 1948, such funds shall be disposed of only upon approval of the duly authorized representatives of the United States Government for relief and work relief purposes within Austria, including local currency expenses of the United States incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within Austria for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.

(d) The Austrian Government will upon request advance funds to the United States representatives to meet local currency expenses incident to the furnishing of relief.

(e) While it is not intended that the funds accruing from sales of the United States relief supplies normally shall be used to defray the local expenses of the Austrian Government in handling and distributing the United States relief supplies, the United States representatives shall consider with the Austrian Government the use of the funds to cover unusual costs which would place an undue burden on the Austrian Government.

(f) The Austrian Government will each month make available to the United States representatives reports on collections, balances and expenditures from the fund.

(g) The Austrian Government will assign officials to confer and plan with the United States representatives regarding the disposition of funds accruing from sales and to assure proper use of such funds.

ARTICLE IV

Effective Production, Food Collections and Use of Resources to Reduce Relief Needs

(a) The Austrian Government affirms that it has taken and is taking in so far as possible the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

(b) The Austrian Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

(c) The Austrian Government will furnish regularly current information to the United States representatives regarding plans and progress in increasing production and improving collection of locally produced supplies suitable for relief throughout Austria.

ARTICLE V

United States Mission

(a) The United States Government will attach to the United States Legation in Vienna, representatives who shall constitute a relief mission and shall act under instructions of the High Commissioner of the United States in Austria in discharging the responsibilities of the United States Government under this Agreement and the Public Law 84, Eightieth Congress, May 31, 1947. The Austrian Government will permit and facilitate the movement of the United States representatives to, in and from Austria.

(b) The Austrian Government will permit and facilitate in every way the freedom of the United States representatives to supervise, inspect, report and travel throughout Austria at any and all times, and to cooperate fully

with them in carrying out all of the provisions of this Agreement. The Austrian Government will furnish the necessary automobile transportation to permit the United States representatives to travel freely throughout Austria and without delay.

(c) The United States representatives and the property of the Mission and of its personnel shall enjoy in Austria the same privileges and immunities as are enjoyed by the personnel of the United States Legation in Austria and the property of the Legation and of its personnel.

ARTICLE VI

Freedom of United States Press and Radio Representatives to Observe and Report

The Austrian Government agrees to permit representatives of the United States press and radio to observe freely and report fully and without censorship regarding the distribution and utilization of relief supplies and the use of funds accruing from sale of United States relief supplies.

ARTICLE VII

Reports, Statistics and Information

(a) The Austrian Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

(b) The Austrian Government will furnish promptly upon request of the United States representatives information concerning the production, use, distribution, importation, and exportation of any supplies which affect the relief needs of the people.

(c) In case United States representatives report apparent abuses or violations of this Agreement, the Austrian Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

ARTICLE VIII

Publicity Regarding United States Assistance

(a) The Austrian Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in Austria, including the utilization of funds accruing from sales of United States relief supplies for the benefit of the people. In addition, at least on two occasions, on its coming into force, and once during the period relief distribution is in effect, the Austrian Government will arrange that this entire Agreement be published in the newspapers of the three largest communities of the country.

(b) All United States relief supplies and any articles processed from such supplies, or containers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in such a manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States for relief assistance; or if such supplies, articles, or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Austrian Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.

ARTICLE IX

Termination of Relief Assistance

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions the provision of relief assistance of the character authorized by the Public Law 84, Eightieth Congress, May 31, 1947, is no longer necessary; (2) any provisions of this Agreement are not being carried out; (3) an excessive amount of United States relief supplies, or of similar supplies produced locally or imported from outside sources, is being used to assist in the maintenance of Austrian armed forces, or if any such supplies are used to assist in the maintenance of armed forces of any occupying power, or (4) United States relief supplies or similar supplies produced locally or imported from outside sources are being exported or removed from Austria. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

ARTICLE X

Date of Agreement

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Done in duplicate in the English and German languages at Vienna, this twentyfifth day of June, 1947.

For the Government of the United States:
GEOFFREY KEYES

For the Government of Austria:
FIGL LEOPOLD
GRUBER

[SEAL]

AIR TRANSPORT SERVICES

Interim agreement signed at Vienna October 8, 1947, with annex
Entered into force October 8, 1947
Superseded by agreement of June 23, 1966 [1]

61 Stat. 3241; Treaties and Other International Acts Series 1659

INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT

Having in mind, on the one hand, the Moscow Declaration [2] regarding Austria issued by the Moscow Conference of 19–30 October, 1943, to which the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics were parties and, on the other hand, the authority granted to the Austrian Federal Government to conclude international agreements subject to the provisions of the "Control Agreement for Austria",[3] effective 28 June 1946;

Having in mind further the resolution recommending a standard form of agreement for provisional air routes and services, included in the Final Act of the International Civil Aviation Conference signed at Chicago on 7 December 1944, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the Republic of Austria and the United States of America;

The two Governments parties to this arrangement agree that the development of regular air transport services between their respective territories shall be governed by the following provisions:

ARTICLE I

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishment of the regular international civil air routes and services therein described, whether such services be inaugurated immediately, or at a later date due to: (a) the option of the Contracting Parties to whom

[1] 17 UST 1089; TIAS 6066.
[2] *Ante*, vol. 3, p. 827.
[3] TIAS 2097, *ante*, vol. 4, p. 79.

the rights are granted; or (b) limitations imposed through the regulatory powers of the Allied Council as established by the "Control Agreement for Austria" which was effective on 28 June 1946 as may be amended; or (c) by any later control agreements which may be reached between the Occupying Powers.

ARTICLE II

Subject to the provisions of this Agreement, each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article I to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the right shall, subject to Article VI hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

ARTICLE III

In order to prevent discriminatory practices and assure equality of treatment, it is agreed that:

(a) Each of the Contracting Parties grants to the designated airline or airlines of the other Contracting Party the right to use its commercial airports at the points designated in the Annex hereto, on an equal and non-discriminatory basis with national or foreign airlines engaged in international operations.

(b) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(c) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of the airlines of such Contracting Party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(d) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE V

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first Party.

ARTICLE VI

Notwithstanding the provisions of Article XI of this Agreement, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline or the government designating such airline, to comply with the laws and regulations referred to in Article V hereof, or otherwise to perform its obligations hereunder, or to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE VII

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE VIII

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE IX

Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of the International Civil Aviation Organization, from a panel of arbitral personnel maintained in accordance with the practice of the International Civil Aviation Organization. The executive authorities of the Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE X

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

ARTICLE XI

Either Contracting Party may at any time give notice to the other of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate one year after the date of

receipt of such notice by the Contracting Party, unless such notice is, by mutual assent of both Contracting Parties, withdrawn. In the absence of acknowledgment by the other Contracting Party specifying an earlier date of receipt, notice shall be deemed to have been received 14 days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE XII

This Agreement, including the provisions of the Annex thereto, shall, subject to the provisions for termination of the Agreement contained in Article XI above, remain in force from its effective date until such time as it is replaced by a permanent air transport agreement which may be negotiated between the Contracting Parties subsequent to the entry into force of a treaty between the Allied Powers and Austria.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Agreement in duplicate, in the English and German languages, each of which shall be of equal authenticity.

For the Government of the United States of America:
JOHN G. ERHARDT,
Envoy Extraordinary and Minister Plenipotentiary

For the Austrian Federal Government:
DR. KARL GRUBER,
Federal Minister for Foreign Affairs

[SEAL]

VIENNA, AUSTRIA
October 8, 1947

ANNEX OF INTERIM AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT

SECTION I

It is agreed between the Contracting Parties:

A. That the designated airlines of the two Contracting Parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the designated airlines of both countries shall bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes, described in the present Annex, the designated airlines of the Contracting Parties shall take

into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin and the countries of destination;

2. To the requirements of through airline operation; and

3. To the traffic requirements of the area through which the designated airline passes after taking account of local and regional services.

F. That the appropriate aeronautical authorities of each of the Contracting Parties will consult from time to time, or at the request of one of the Parties, to determine the extent to which the principles set forth in paragraphs A to E inclusive of this section are being followed by the airlines designated by the Contracting Parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the Contracting Parties will use their best efforts under the powers available to them to put such measures into effect.

SECTION II

A. Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in Austrian territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Vienna (or such additional Austrian customs airports as may be agreed upon) on the following route in both directions:

The United States, via intermediate points, to Austria and beyond.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.

B. Airlines of the Republic of Austria authorized under the present Agreement are accorded rights of transit and non-traffic stop in the United States territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at a point in the United States on a route to be agreed upon between the Contracting Parties at a later date.

On the above intercontinental route the airline or airlines designated to operate such route may operate non-stop flights between any of the points on such intercontinental route omitting stops at one or more of the other points on such route.

ASSISTANCE TO THE PEOPLE OF AUSTRIA

Agreement signed at Vienna January 2, 1948, with annex
Entered into force January 2, 1948
Expired December 31, 1948

62 Stat. 1829; Treaties and Other International Acts Series 1692

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF AUSTRIA

"The Government of the United States of America and the Government of Austria,

"Considering the desire of the people of the United States of America to provide immediate assistance to the people of Austria, and

"Considering that the enactment of the Foreign Aid Act of 1947 [1] by the United States of America (hereinafter referred to as the Act) provides the basis for such assistance to the people of Austria, have agreed as follows:

ARTICLE I

1. The Government of the United States of America will, subject to the provisions of the Act and of appropriation acts thereunder and of this Agreement, aid the people of Austria by making available such commodities (including storage, transportation, and shipping services related thereto) or by providing for the procurement thereof through credits under the control of the Government of the United States of America, to the Government of Austria or to any person, agency, or organization designated to act on behalf of the Government of Austria as may from time to time be requested by the Government of Austria and authorized by the Act and by the Government of the United States of America. This Agreement, however, implies no present or future obligation upon the Government of the United States of America to give assistance to the people of Austria, nor does it imply or guarantee the availability of any specific commodities or categories of commodities, nor shall it imply the payment by the Government of the United States of America for any storage, transportation, handling or shipping services within Austria.

[1] 61 Stat. 934.

2. All commodities made available pursuant to this Agreement will be procured in the United States of America unless permitted to be procured elsewhere under the provisions of Section 4 of the Act and unless otherwise expressly agreed between the two Governments.

3. The Government of the United States of America retains the right of possession of any commodities made available pursuant to this Agreement, until, in the opinion of the United States High Commissioner for Austria or other designated official of the Government of the United States of America, such commodities should be released for distribution.

ARTICLE II

1. The Government of Austria, having been fully informed as to the provisions of the Act hereby affirms that it accepts and will perform the undertakings specified in Section 5 thereof, as well as those provided for in Section 7 of the Act insofar as action by it may be required for implementation of such latter Section.

2. The undertaking of the Government of Austria pursuant to paragraph 1 of this Article, to permit duly authorized representatives of the Government of the United States of America, including Congressional committees, to observe, advise and report on the distribution among the people of Austria of the commodities made available pursuant to this Agreement, and also to permit representatives of the press and radio of the United States of America to observe and report on the distribution and utilization of the commodities made available pursuant to this Agreement and on the utilization of the special account provided for in the Annex to this Agreement, shall not be applicable so long as the Government of the United States of America determines that commodities made available to the Government of Austria pursuant to this Agreement will be distributed under control systems embodied in the agreements between the United States High Commissioner for Austria and the other occupying authorities or the Government of Austria which assure compliance with the objectives of the occupation and with the purposes of the Act.

ARTICLE III

1. The Government of the United States of America, pursuant to the requirements of Section 6 of the Act, reserves the right at any time to terminate its aid provided for under Article I, paragraph 1, of this Agreement.

2. This Agreement, together with the Annex attached thereto, shall take effect to the date of its signature and shall apply to all commodities made available to the Government of Austria under the Act. It shall remain in effect until December 31, 1948, or such earlier date as may be agreed by the two Governments.

In witness whereof, the undersigned, being duly authorized by their respective Governments for that purpose, have affixed their respective signatures to this Agreement.

Done at Vienna, in the English and German languages, this 2nd day of January, 1948.

For the Government of the United States of America:
GEOFFREY KEYES

For the Government of Austria:
FIGL
GRUBER

[SEAL]

ANNEX

SECTION I

1. In the case of any commodity made available pursuant to this Agreement or in the case of credits established under the Act being debited pursuant thereto in respect of the furnishing of any such commodity, the Government of Austria will, forthwith upon notification by the Government of the United States of America, deposit in a special account in the Austrian National Bank in the name of the Government of Austria, an amount in Austrian currency equivalent to the dollar amount stated in the notification. The amount so stated will be either the dollar cost in respect of such commodity (including storage, transportation, and shipping services related thereto) which is indicated as chargeable to appropriations under the Act, or the amount of the debit, as the case may be. The amount deposited in Austrian currency will be computed at the most favorable rate of exchange in terms of United States dollars which is lawfully available in Austria to any legal personality and is then applicable to imports of any commodity into Austria.

2. The funds in such special account, or prior advances in agreed amounts, will be used for administrative expenses of the Government of the United States of America, in Austrian currency, incident to its operations within Austria under this Agreement. The remainder of such funds may be used for the following additional purposes:

(a) For effective retirement of the national debt of Austria or for irrevocable withdrawal of currency from circulation, and,

(b) For such other purposes, including measures to promote the stabilization of Austrian currency, as may hereafter be mutually agreed by the two Governments.

Any unencumbered balance remaining in such account on June 30, 1948, will be disposed of within Austria for such purposes as may hereafter be agreed between the two Governments, it being understood that the agreement of the United States of America is subject to approval by act or joint resolution of the Congress.

4. The provisions of this Section shall remain in effect until superseded by a further agreement by the two Governments.

SECTION II

Any commodities made available under this Agreement by the Government of the United States of America, unless substantially altered from the form in which furnished and substantially identical commodities within Austria from whatever source procured, will not be removed or permitted to be removed from the territory of the Government of Austria, unless it is agreed between the two Governments that such commodities are no longer needed in Austria or that the export of such commodities would yield a commensurate benefit, not inconsistent with the purposes of the Act as set forth in Section II thereof, to the economy of Austria, or unless otherwise expressly agreed between two Governments.

SECTION III

The Government of Austria will furnish such statements and information relating to operations under this Agreement as may from time to time be requested by the Government of the United States of America."

219-919—70——27

ECONOMIC COOPERATION

Agreement signed at Vienna July 2, 1948, with annex and supplementary note
Entered into force July 2, 1948
Amended by agreements of October 21 and November 30, 1949, and February 20, 1950; [1] *January 16 and March 7, 1951;* [2] *May 11 and 15, 1951;* [3] *and October 15 and December 6, 1952* [4]

62 Stat. 2137; Treaties and Other International Acts Series 1780

Economic Cooperation Agreement Between the United States of America and Austria

Preamble

The Governments of the United States of America and Austria:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Government of Austria has joined with other like-minded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the

[1] 1 UST 145; TIAS 2020.
[2] 2 UST 1315; TIAS 2283.
[3] 2 UST 2569; TIAS 2380.
[4] 3 UST 5300; TIAS 2731.

Government of Austria is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,[5] providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Government of Austria has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by Austria, and the measures which the two governments will take individually and together in furthering the recovery of Austria as an integral part of the joint program for European recovery;

Have agreed as follows:

ARTICLE I

(Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist Austria by making available to the Government of Austria or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Austria only such commodities, services and other assistance as are authorized to be made available by such acts.

2. The Government of Austria, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of Austria reaffirms its intention to take action to carry out the provisions of the general obligations of the Convention

[5] 62 Stat. 137.

for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to Austria and procured from areas outside the United States of America, its territories and possessions, the Government of Austria will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

ARTICLE II

(General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of Austria will use its best endeavors:

a. To adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

(1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable with the general purposes outlined in the schedules furnished by the Government of Austria in support of the requirements of assistance to be furnished by the Government of the United States of America;

(2) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation; and

(3) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery assets, and earnings therefrom, which belong to nationals of Austria and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of Austria to dispose of such assets.

b. To promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America to communicate to that Government detailed proposals for specific projects

contemplated by the Government of Austria to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of food.

c. To stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system.

d. To cooperate with other participating countries in facilitating and stimulating and increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article VIII of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries the Government of Austria will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of Austria will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program for European recovery.

Article III

(Guaranties)

1. The Governments of the United States of America and Austria will, upon the request of either Government, consult respecting projects in Austria proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111 (b) (3) of the Economic Cooperation Act of 1948.

2. The Government of Austria agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any schillings, or credits in Schillings, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.

ARTICLE IV

(Local Currency)

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of Austria will establish a special account in the Austrian National Bank in the name of the Government of Austria (hereinafter called the "special account") and will make deposits in schillings to this account as follows:

a. The unencumbered balance at the close of business on the day of the signature of this Agreement in the special account in the Austrian National Bank in the name of the Government of Austria established pursuant to the Agreements between the Government of the United States of America and the Government of Austria made on June 25, 1947 [6] and January 2, 1948 [7] and any further sums which may, from time to time, be required by such Agreements to be deposited in the special account. It is understood that Subsection (e) of Section 114 of the Economic Cooperation Act of 1948 constitutes the approval and determination of the Government of the United States of America with respect to the disposition of such balance, referred to in these Agreements.

b. The unencumbered balances of the deposits made by the Government of Austria pursuant to the exchange of notes between the two Governments dated April 15, 1948.[8]

c. Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to Austria on a grant basis by any means authorized under the Economic Cooperation Act of 1948, less, however, the amount of the deposits made pursuant to the exchange of notes referred to in sub-paragraph b of this Article. The Government of the United States of America shall from time to time notify the Government of Austria of the indicated dollar cost of any such commodities, services and technical information, and the Government of Austria will thereupon deposit in the special account a commensurate amount of schillings computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund provided that this agreed value is the single rate applicable to the purchase of dollars for imports into Austria. If at the time of notification a par value for the schilling is agreed with the Fund and there are one or more other rates applicable to the purchase of dollars for imports

[6] TIAS 1631, *ante*, p. 387.
[7] TIAS 1692, *ante*, p. 400.
[8] For text, see *Department of State Bulletin*, May 16, 1948, p. 645.

into Austria or, if at the time of notification no par value for the schilling is agreed with the Fund, the rate or rates for this particular purpose shall be mutually agreed upon between the Government of Austria and the Government of the United States of America. The Government of Austria may at any time make advance deposits in the special account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of Austria of its requirements for administrative expenditures in schillings within Austria incident to operations under the Economic Cooperation Act of 1948, and the Government of Austria will thereupon make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,[9] shall be allocated to the use of the Government of the United States of America for its expenditures in Austria, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Government of Austria will further make such sums of schillings available out of any balances in the special account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Austria to the consignee's designated point of delivery in Austria of such relief supplies and packages as are referred to in Article V.

6. The Government of Austria may draw upon any remaining balance in the special account, for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Austria for drawings from the special account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in Austria and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Austria, including in particular:

a. Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Austria and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loan from the International Bank for Reconstruction and Development; and

[9] 62 Stat. 1054.

b. Effective retirement of the national debt, especially debt held by the Austrian National Bank or other banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the special account on June 30, 1952, shall be disposed of within Austria for such purposes as may hereafter be agreed between the Governments of the United States of America and Austria, it being understood that the agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

ARTICLE V

(Travel Arrangements and Relief Supplies)

1. The Government of Austria will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of Austria will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into Austria of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in Austria.

ARTICLE VI

(Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of Austria will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of Austria:

a. Detailed information of projects, programs and measures proposed or adopted by the Government of Austria to carry out the provisions of this Agreement and the general obligations of the Convention for European Economic Cooperation.

b. Full statement of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter.

c. Information necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America

may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

ARTICLE VII

(Publicity)

1. The Governments of the United States of America and Austria recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of Austria will encourge the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of Austria will make public in Austria in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

ARTICLE VIII

(Missions)

1. The Government of Austria agrees to receive a special mission for economic cooperation which will discharge the responsibilities of the Government of the United States of America in Austria under this Agreement.

2. The Government of Austria will, upon appropriate notification from the Minister of the United States of America in Austria, consider the special mission and its personnel, and the United States Special Representative in Europe, as part of the Legation of the United States of America in Austria for the purpose of enjoying the privileges and immunities accorded to that Legation and its personnel of comparable rank. The Government of Austria will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the

United States of America and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of Austria, directly and through its representatives on the Organization for European Economic Cooperation, will extend full cooperation to the special mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision to the extent practicable of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

ARTICLE IX

(Settlement of Claims of Nationals)

1. The Governments of the United States of America and Austria agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948, by the other Government and affecting property or interests of such national, including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of the Government of the United States of America in respect of claims espoused by the Government of Austria pursuant to this Article is made under the authority of and is limited by the terms and conditions of the recognition by the United States of America of the compulsory jurisdiction of the International Court of Justice under Article 36 of the statute of the Court, as set forth in the Declaration of the President of the United States of America dated August 14, 1946.[10] The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

2. The Governments of the United States of America and of Austria further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

---

[10] TIAS 1598, *ante*, vol. 4, p. 140.

ARTICLE X

(Definitions)

As used in this Agreement the term "participating country" means

(1) any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(2) any other country (including any of the zones of occupation of Germany, any areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration; for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

ARTICLE XI

(Entry into Force, Amendment, Duration)

1. This Agreement shall become effective on this day's date. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing, and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

a. Six months after the date of such notice of intention to terminate, or

b. After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Austria are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice.

3. Subsidiary agreements and arrangements negotiated pursuant to this

Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Austria required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 in Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In Witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Vienna, in duplicate, in the English and German languages, both texts authentic, this second day of July, 1948.

For the Government of the United States of America:
JOHN G. ERHARDT

For the Austrian Federal Government:
SCHÂRF
GRŬBER

ANNEX

(Interpretive Notes)

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the engagement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1 (c) of Article II to balance the budget as soon as practicable would not preclude a deficit over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

a. Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

b. Excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

c. Discriminating against particular enterprises;

d. Limiting production or fixing production quotas;

e. Preventing by agreement the development or application of technology or invention whether patented or unpatented;

f. Extending the use of rights under patents, trade-marks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

g. Such other practices as the two governments may agree to include.

4. It is understood that the Government of Austria is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the Government of Austria will not be requested, under paragraph 2 (a) of Article VI, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

6. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article VIII will bear in mind the desirability of restricting, as far as practicable, the number of officials for whom full diplomatic privileges will be requested. It is also understood that the detailed application of Article VIII will, when necessary, be the subject of inter-governmental discussion.

7. It is understood that if the Government of Austria should accept the compulsory jurisdiction of the International Court of Justice under Article 36 of the statute of the Court, on suitable terms and conditions, the two Governments will consult with a view to replacing the second sentence of paragraph 1 of Article IX with provisions along the following lines: It is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the authority of and is limited by the terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the statute of the Court.

8. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article IX would be subject to ratification by the Senate of the United States of America.

SUPPLEMENTARY NOTE

The American Minister to the Minister of Foreign Affairs

AMERICAN LEGATION
No. 55 *Vienna, Austria, July 2, 1948*

SIR:

I have the honor to refer to Article IV of the Economic Cooperation Agreement of this date between our two Governments. In regard to the provisions of this Article, your attention is invited to the fact that Section 115 (b) (6) of the Economic Cooperation Act of 1948 grants wide discretion to authorize the use of funds from the Special Schilling Account, provided for thereunder, for purpose of internal monetary and financial stabilization, for the stimulation of productive activity and the exploration for and development of new sources of wealth and for such other expenditures as may be consistent with the purposes of the Act. You may be sure that the Government of the United States of America and the Economic Cooperation Administrator desire as fully as the Austrian Government to bring about economic recovery in Austria and will take every reasonable measure, within the broad scope of this provision of the Economic Cooperation Act referred to above, to assist the Austrian Government in dealing with its currency problems in relation to the requirements of Article IV of the Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN G. ERHARDT

The Honorable
KARL GRUBER,
Minister of Foreign Affairs,
Vienna.

MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

Exchange of notes at Vienna July 2, 1948
Entered into force July 2, 1948
Expired in accordance with its terms

62 Stat. 2876; Treaties and Other International Acts Series 1820

The American Minister to the Minister of Foreign Affairs [1]

No. 56

AMERICAN LEGATION
Vienna, Austria, July 2, 1948

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of our two governments relating to the territorial application of commercial arrangements between the United States of America and Austria and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as the Government of the United States of America participates in the occupation or control of any areas in Western Germany, the Free Territory of Trieste, Japan or Southern Korea, the Government of Austria will apply to the merchandise trade of such area the provisions relating to the most favored nation treatment of the merchandise trade of the United States of America set forth in the Treaty of Friendship, Commerce and Consular Rights, signed at Vienna, June 19, 1928,[2] and agreement supplemental thereto signed at Vienna, June [January] 20, 1931,[3] or, for such time as the Governments of the United States of America and Austria may both be contracting parties to the General Agreement on Tariffs and Trade, dated October 30, 1947,[4] the provisions of that agreement, as now or hereafter amended, relating to the most favored nation treatment of such trade. It is understood that the undertaking in this paragraph relating to the application of the most favored nation provisions of the Treaty of Friendship,

[1] An identical note, addressed to the American Minister, was signed by the Minister of Foreign Affairs, Karl Gruber, on the same day, July 2, 1948, at the time of the signing of the Economic Cooperation Agreement between the United States and Austria (TIAS 1780, *ante*, p. 404).

[2] TS 838, *ante*, p. 341.

[3] TS 839, *ante*, p. 372.

[4] TIAS 1700, *ante*, vol. 4, p. 641.

Commerce and Consular Rights and agreement supplemental thereto shall be subject to the exceptions recognized in the General Agreement on Tariffs and Trade permitting departures from the application of most favored nation treatment; provided that nothing in this sentence shall be construed to require compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

2. The undertaking in point one above will apply to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most favored nation treatment to the merchandise trade of Austria.

3. The undertakings in points one and two above are entered into in the light of the absence at the present time of effective tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertaking shall be without prejudice to the application of the principles set forth in the Havana Charter for an International Trade Organization [5] relating to the reduction of tariffs on a mutually advantageous basis.

4. It is recognized that the absence of a uniform rate of exchange for the currency of the areas in Western Germany, Japan or Southern Korea referred to in point one above may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point one for the Government of Austria to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of Austria determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN G. ERHARDT

The Honorable
KARL GRUBER,
Minister of Foreign Affairs,
Vienna.

[5] Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941–49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

RELIEF ASSISTANCE

Exchange of notes at Vienna February 3 and 11, 1949
Entered into force February 11, 1949
Amended by agreement of July 1 and 31, 1952 [1]

63 Stat. 2420; Treaties and Other International Acts Series 1922

The American Minister to the Minister of Foreign Affairs

No. 13

AMERICAN LEGATION,
Vienna, February 3, 1949

SIR:

Pursuant to the instructions of my Government, I have the honor, in conjunction with Clyde N. King, Chief of the ECA Mission for Austria, to propose that for the purpose of giving effect to Article V, paragraph 2, read with Article IV, paragraph 5, of the Economic Cooperation Agreement between the Governments of Austria and the United States of America, signed on July 2, 1948,[2] the Governments of Austria and of the United States agree as follows:

1. The Government of Austria shall accord duty-free entry into Austria of:

(a) Supplies of relief goods or standard packs donated to or purchased by United States voluntary nonprofit relief agencies qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including Austrian branches of these agencies), as have been or hereafter shall be approved by the Austrian Government.

(b) Relief packages originating in the United States and sent by parcel post or other commercial channels addressed to an individual residing in Austria whether privately packed or by order placed with a commercial firm.

(c) Standard packs put up by United States voluntary nonprofit relief agencies, or their approved agents, qualified under ECA regulations, to the

[1] 3 UST 5042; TIAS 2685.
[2] TIAS 1780, *ante*, p. 404.

order of individuals in the United States and sent for delivery addressed to individuals residing in Austria.

2. For the purpose of this agreement, the term "relief goods" (subparagraph (a), above) shall not include tobacco, cigars, cigarettes, or alcoholic liquors; "relief packages" (subparagraph (b), above) shall include only such goods as are qualified for ocean freight subsidy under the ECA Act and regulations issued by the Administrator thereunder and shall not exceed 44 pounds (20 kilograms) gross weight; and "standard packs" (subparagraph (c), above) shall contain only such articles which qualify under ECA regulations and are approved by the Government of Austria.

3. Transportation charges (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) in Austria on "relief goods", "relief packages", and "standard packs", all as defined in paragraph 1, above, shall be defrayed as follows:

(a) The amount of such charges for all such shipments which are sent by U.S. parcel post addressed to individuals in Austria will be computed by the Austrian postal service in the manner now or hereafter provided by the applicable agreements, rules and regulations of the International Postal System. Such charges shall be reimbursed to the Austrian postal service out of the special account provided for in Article IV of the Economic Cooperation Agreement between the United States of America and Austria (hereinafter referred to as the special account) and no claim for such charges will be made against the United States.

(b) With respect to shipments which are originally despatched from the U.S. by any regular established commercial channels and forwarded in Austria by an approved agent of the shipper to the ultimate beneficiary by Austrian parcel post, such items shall be accepted by Austrian postal services without payment of postal charges by such agent. The Austrian Government shall be reimbursed for such parcel post charges out of the special account upon presentation of adequate documentation.

(c) With respect to shipments which are originally despatched from the U.S. by any commercial channel and forwarded in Austria by an approved agent of the shipper to the ultimate beneficiary by Austrian common carrier or contract carrier, or other means of transport arranged by such agent, such items shall be accepted by such Austrian carrier with or without payment of charges therefor by such agent. The Austrian Government shall reimburse such agent or Austrian carrier, as the case may be, out of the special account upon presentation of adequate documentation.

(d) With respect to any such charges which may be incurred by an agent of a shipper under subparagraphs (b) and (c), above, other than parcel post charges and carrier charges, such approved agent shall be reimbursed by Austria out of the special account upon presentation of adequate documentation.

4. The Austrian Government shall make payments out of the special account for the purposes mentioned in subparagraphs (a), (b), (c), and (d) of paragraph 3, above, and shall submit to the ECA Mission in Austria with a copy to Controller, ECA Washington, monthly statements of the amounts so expended in form mutually satisfactory to the Austrian Government and said Mission, provided that each such statement shall at least show total weight carried and charges therefor and adjustments shall be made to said fund if shown to be required by ECA audit.

5. So far as practicable, effect shall be given to Paragraphs 3(b), 3(c), 3(d), and 4 as though they had come into force on April 3, 1948.

This arrangement, except as otherwise specified herein, shall come into effect immediately and shall remain in force, subject to such prior termination or modification as may be agreed upon between the competent authorities of the Governments of the United States and Austria, for the same period as the said Agreement of July 2, 1948.

If the above proposal is acceptable to the Government of Austria, I have the honor further to propose that this note and your reply to that effect shall constitute an Agreement on the above terms between the two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN G. ERHARDT

The Honorable
KARL GRUBER,
Minister of Foreign Affairs,
Vienna.

The Chancellor to the American Minister

Z1. 108.883–Wpol/49. VIENNA, *11th February 1949*

SIR

With reference to your Note No. 13, regarding an Arrangement concerning the duty free entry into Austria and the defrayment of transportation charges for relief goods, relief packages and standard packs, forwarded from the United States of America to Austria, I have the honour to inform you that the Austrian Federal Government are agreed on the following text of the Arrangement:

[For text of arrangement, see U.S. note, above.]

Accept, Sir, the renewed assurance of my highest consideration.
Ihr aufrichtiger [Sincerely yours].

FIGL

His Excellency
Mr. JOHN G. ERHARDT
Envoy Extr. and Minister Plenipotentiary
of the United States of America
Vienna.

EXCHANGE OF PUBLICATIONS

Exchange of notes at Washington March 11 and 23, 1949
Entered into force March 23, 1949

63 Stat. 2434; Treaties and Other International Acts Series 1927

The Secretary of State to the Austrian Minister

DEPARTMENT OF STATE
WASHINGTON
Mar 11 1949

SIR:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Austria in regard to the exchange of official publications, and to inform you that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Austria shall be the Austrian National Library, International Exchange Office.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Austria by the Administrative Library of the Federal Chancellery.

4. The present agreement does not obligate either of the two Governments

to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Austria, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON

The Honorable
Dr. LUDWIG KLEINWAECHTER,
Minister of Austria.

The Austrian Minister to the Secretary of State

AUSTRIAN LEGATION
WASHINGTON, D.C.

034400

March 23, 1949

SIR:

With reference to your note of March 11, 1949, and to the conversations between representatives of the Government of Austria and representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honor to inform you that the Government of Austria agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

[For text of provisions, see U.S. note, above.]

The Government of Austria considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

Accept, Sir, the renewed assurances of my highest consideration.

L. KLEINWAECHTER

The Honorable
DEAN ACHESON,
Secretary of State.

FINANCE: COUNTERPART FUNDS

Exchange of notes at Vienna July 1, 1949
Entered into force July 1, 1949
Amended by agreement of April 4, 1950 [1]

Department of State files

The American Chargé d'Affairs ad interim to the Federal Chancellor [2]

No. 67

AMERICAN LEGATION
VIENNA, AUSTRIA, *July 1, 1949*

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the obligations arising from the exercise of drawing rights made available to Austria pursuant to the Agreement for Intra-European Payments and Compensation of 16 October 1948 insofar as such drawing rights are attributable to U.S. dollar assistance furnished by the Economic Cooperation Administration to participating countries for the purposes of that Agreement.

1. To the extent that the Agent authorized to perform payments compensations pursuant to the Agreement for Intra-European Payments and Compensation utilizes drawing rights established in favor of Austria, the Government of Austria will deposit commensurate amounts of schillings

[1] Not printed. The substantive paragraphs of the notes of Apr. 4, 1950, read as follows:
"1. Wherever references to 'drawing rights' appear in numbered paragraphs 1, 2, 3, and 5 of the aforementioned exchange of notes, such references shall be deemed to apply to the drawing rights made available under both the Agreement for Intra-European Payments and Compensations of October 16, 1948, and the Agreement for Intra-European Payments and Compensations of September 7, 1949.
"2. Wherever references to the 'agent' appear in numbered paragraphs 1 and 2 of the aforementioned exchange of notes, such references shall be deemed to apply both to the agent for compensations under the Agreement for Intra-European Payments and Compensations of October 16, 1948 and to the agent for operations under the Agreement for Intra-European Payments and Compensations of September 7, 1949.
"3. Effective October 1, 1949 the time of 'notification' relevant for purposes of deposits of local currency made pursuant to the exchange of notes shall in each case be deemed to be the date of the last day of the period with respect to which the drawing rights covered by the notification have been exercised."

[2] An identical note, addressed to the American Chargé d'Affaires, was signed by the Federal Chancellor, Leopold Figl, on the same day, July 1, 1949.

in the special local currency account established under Article IV of the Economic Cooperation Agreement between Austria and the United States.[3]

2. The amounts to be deposited shall be equivalent to the U.S. dollar value of drawing rights made available by participating countries and exercised in favor of Austria as communicated to the ECA by the agent. This value will be identical with the amounts of U.S. dollars allotted to such participating countries in order to obligate them to make such drawing rights available.

3. The rate of exchange governing the computation of amounts of local currency deemed equivalent to the dollar value of drawing rights as set forth in paragraph two above shall be the same as those governing deposits made in accordance with Article IV of the Economic Cooperation Agreement between the United States and Austria.

4. Deposits of local currency made pursuant to this exchange of notes shall be held and governed in accordance with all the terms and conditions applicable to deposits made pursuant to Article IV of the Economic Cooperation Agreement between the United States and Austria.

5. It is understood that obligations to deposit local currency in accordance with this note apply only in the case of drawing rights to which no obligations of repayment attach.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER DOWLING

His Excellency
LEOPOLD FIGL,
Federal Chancellor

[3] Agreement signed at Vienna July 2, 1948 (TIAS 1780), *ante*, p. 404

WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Vienna June 10 and 28 and July 12, 1949
Entered into force July 15, 1949

63 Stat. 2740; Treaties and Other International Acts Series 1988

The American Legation to the Austrian Federal Chancellery, Department of Foreign Affairs

No. 55

The Legation of the United States of America presents its compliments to the Federal Chancellery, Department of Foreign Affairs, and has the honor to inform the Federal Chancellery that the Government of the United States understands that the Austrian Government will consider the question of waiving visa requirements, but not passport requirements, for American citizens proceeding to Austria who desire to remain therein for a temporary period of time.

Even if the Austrian Government should decide to waive visa requirements for American citizens proceeding to Austria, the Government of the United States would be unable to accord identical courtesies to Austrian nationals proceeding to the United States and its possessions because of the provisions of Section 30, Alien Registration Act of 1940, approved June 28, 1940 (54 Stat. 673), which require that each alien entering the United States, except in emergency cases in which the visa requirements may be waived by the Secretary of State, be in possession of a valid visa or other valid permit to enter. However, the Government of the United States will consider the question of granting passport visas without fees, to be valid for any number of applications for admission into the United States within a period of twenty-four months, instead of the present twelve-month period of validity of such visas, to Austrian nationals who are proceeding to the United States and its possessions for business or pleasure purposes and who are *bona fide* non-immigrants within the meaning of the immigration laws of the United States, provided the Austrian passport of each bearer remains valid during the period of validity of the visa.

All other classes of non-immigrant passport visas granted Austrian nationals will continue to be valid, as at present, for a period of twelve months, provided the Austrian passport of each bearer remains valid for that period of time.

The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission at a port of entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of stay will, as at present, continue to be determined by the Immigration authorities.

A fee for an immigration visa and application therefor to permit an alien to apply for admission into the United States with the privilege of residing permanently therein is $10.00. The amount of this fee is prescribed by the Immigration Act of 1924,[1] and it may not be changed on the basis of a reciprocal arrangement.

The Legation would appreciate being informed as soon as conveniently possible whether the arrangement proposed by the Government of the United States meets with the approval of the Austrian Government.

VIENNA, *June 10, 1949.*

G.W.R.

To the
FEDERAL CHANCELLERY,
Department of Foreign Affairs,
Vienna.

The Austrian Federal Chancellery, Department of Foreign Affairs, to the American Legation

[TRANSLATION]

FEDERAL CHANCELLERY
Department of Foreign Affairs

Zl.139.051.—6RR/49

NOTE VERBALE

With reference to note verbale No. 55 of June 10, 1949, from the Legation of the United States of America, the Federal Chancellery, Department of Foreign Affairs, has the honor to notify you that the arrangement proposed by the Government of the United States of America has been approved by Austria and that July 15, 1949, is contemplated as the date for putting it into effect.

The Federal Chancellery, Department of Foreign Affairs, is pleased to avail itself of the opportunity to renew to the Legation of the United States of America the assurances of its highest consideration.

VIENNA, *June 28, 1949.*

The Legation of the United States of America,
Attention: Secretary of Legation GEORGE W. RENCHARD,
Vienna.

---

[1] 43 Stat. 153.

The American Legation to the Austrian Federal Chancellery, Department of Foreign Affairs

No. 69

The Legation of the United States of America presents its compliments to the Federal Chancellery, Department of Foreign Affairs, and with reference to the latter's Note No. Zl.139.051–6RR/49, of June 28, 1949, has the honor to state that the Department of State agrees that July 15, 1949, be made the effective date of the agreement between the Austrian Government and the Government of the United States, by which visa requirements, but not passport requirements, will be waived for American citizens proceeding to Austria. On its part the Government of the United States agrees to grant passport visas without fees, to be valid for any number of applications for admission into the United States within a period of 24 months, instead of the present 12 month period of validity of such visas, to Austrian nationals who are proceeding to the United States and its possessions, for business or pleasure purposes and who are bona fide non-immigrants within the meaning of the immigration laws of the United States, provided the Austrian passport of each bearer remains valid during the period of validity of the visas.

VIENNA, *July 12, 1949.*

G.W.R.

To the
FEDERAL CHANCELLERY,
Department of Foreign Affairs,
Vienna.

Austria-Hungary[1]

RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

Convention signed at Washington July 11, 1870
Senate advice and consent to ratification December 9, 1870
Ratified by the President of the United States December 19, 1870
Ratified by Austria-Hungary May 2, 1871
Ratifications exchanged at Washington June 26, 1871[2]
Entered into force June 26, 1871
Proclaimed by the President of the United States June 29, 1871
Articles XI and XII abrogated by the United States July 1, 1916, in accordance with the Seamen's Act of March 4, 1915[3]
Not revived after World War I[4]

17 Stat. 821; Treaty Series 11

The President of the United States of America, and His Majesty the Emperor of Austria, King of Bohemia, &c. and Apostolic King of Hungary, animated by the desire to define in a comprehensive and precise manner the reciprocal rights, privileges and immunities of the Consuls-General, Consuls, Vice Consuls and Consular Agents (their Chancellors and Secretaries) of the United States of America and of the Austro-Hungarian Monarchy, and to determine their duties and their respective sphere of action, have agreed upon the conclusion of a Consular Convention, and for that purpose have appointed their respective Plenipotentiaries, namely:

[1] See also AUSTRIA and HUNGARY.
[2] A Senate resolution of May 12, 1871, consented to a three-month extension of the time allowed by art. XVII for exchange of ratifications.
[3] 38 Stat. 1164.
[4] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*ante*, p. 277), and art. 224 of Treaty of Trianon signed June 4, 1920 (*post*, HUNGARY), the benefits of which were secured to the United States by the treaties establishing friendly relations dated Aug. 24, 1921 (TS 659, *ante*, p. 215), and Aug. 29, 1921 (TS 660, *post*, HUNGARY).

The President of the United States of America, Hamilton Fish, Secretary of State of the United States.

And His Majesty the Emperor of Austria, Apostolic King of Hungary, Charles, Baron von Lederer, Knight of the Imperial and Royal Order of Leopold, and His Majesty's Envoy Extraordinary and Minister Plenipotentiary in the United States of America, who after communicating to each other their full powers, found in good and due form, have agreed upon the following Articles:

Article I

Each of the High Contracting Parties shall be at liberty to establish Consuls-General, Consuls, Vice Consuls or Consular Agents at the ports and places of trade of the other party, except those where it may not be convenient to recognize such officers, but this exception shall not apply to one of the High Contracting Parties without also applying to every other Power.

Consuls-General, Consuls and other Consular officers appointed and taking office according to the provisions of this Article, in one or the other of the two countries, shall be free to exercise the right accorded them by the present Convention throughout the whole of the district for which they may be respectively appointed.

The said functionaries shall be admitted and recognized respectively upon presenting their credentials in accordance with the rules and formalities established in their respective countries.

The exequatur required for the free exercise of their official duties shall be delivered to them free of charge; and upon exhibiting such exequatur they shall be admitted at once and without interference by the authorities, federal or State, judicial or Executive, of the ports, cities and places of their residence and district, to the enjoyment of the prerogatives reciprocally granted.

Article II

The Consuls-General, Consuls, Vice Consuls, and Consular Agents, their Chancellors and other Consular Officers, if they are citizens of the State which appoints them, shall be exempt from military billetings, from service in the military or the national guard, and other duties of the same nature and from all direct and personal taxation, whether federal, State or municipal, provided they be not owners of real estate and neither carry on trade nor any industrial business.

If, however, they are not citizens of the State which appoints them, or if they are citizens of the State in which they reside, or if they own property, or engage in any business there that is taxed under any laws of the country, then they shall be subject to the same taxes, charges, and assessments as other private individuals.

They shall, moreover, enjoy personal immunities, except for acts regarded as crimes by the laws of the country in which they reside.

If they are engaged in commerce, personal detention can be resorted to in their case, only for commercial liabilities and then, in accordance only with general laws applicable to all persons alike.

Article III

Consuls-General, Consuls, and their Chancellors, Vice Consuls, and Consular officers, if citizens of the country which appoints them, shall not be summoned to appear as witnesses before a Court of Justice, except when pursuant to law the testimony of a Consul may be necessary for the defence of a person charged with crime.

In other cases the local Court, when it deems the testimony of a Consul necessary shall either go to his dwelling to have the testimony taken orally, or shall send there a competent officer to reduce it to writing, or shall ask of him a written declaration.

Article IV

Consuls-General, Consuls, Vice Consuls and Consular Agents shall be at liberty to place over the chief entrance of their respective offices, the arms of their nation, with the inscription: "Consulate General", "Consulate", "Vice Consulate" or "Consular Agency" as may be.

They shall also be at liberty to hoist the flag of their country on the Consular edifice, except when they reside in a city where the Legation of their Government may be established.

They shall also be at liberty to hoist their flag on board the vessel employed by them in port for the discharge of their duty.

Article V

The Consular Archives shall be at all times inviolable and under no pretence whatever shall the local authorities be allowed to examine or seize the papers forming part of them.

Article VI

In the event of incapacity, absence or death of Consuls-General, Consuls, Vice Consuls, their Consular Pupils, Chancellors or Secretaries, whose official character may have been previously made known to the respective authorities in the United States or in the Austro-Hungarian Empire, shall be admitted at once to the temporary exercise of the consular functions, and they shall for the duration of it, enjoy all the immunities, rights, and privileges conferred upon them by this Convention.

ARTICLE VII

Consuls-General and Consuls, shall have the power to appoint Vice Consuls and Consular Agents, in the cities, ports, and towns within their Consular districts, subject however to the approbation of the Government of the country where they reside.

These Vice Consuls and Consular Agents may be selected indiscriminately from among citizens of the two countries or from foreigners and they shall be furnished with a Commission issued by the appointing Consul, under whose orders they are to be placed.

They shall enjoy the privileges and liberties stipulated in this Convention. To Vice Consuls and to Consular Agents who are not citizens of the State which appoints them, the privileges and immunities specified in Article II. shall not extend.

ARTICLE VIII

Consuls-General, Consuls, Vice Consuls, or Consular Agents of the two countries may, in the exercise of their duties apply to the authorities within their district, whether federal or local, judicial or executive, in the event of any infraction of the Treaties and Conventions between the two countries, also for the purpose of protecting the rights of their countrymen.

Should the said authorities fail to take due notice of their application, they shall be at liberty in the absence of any diplomatic representative of their country to apply to the Government of the country where they reside.

ARTICLE IX

Consuls-General, Consuls, Vice Consuls or Consular Agents of the two countries, also their Chancellors, shall have the right to take at their office, at the residence of the parties, or on board ship the depositions of the Captains and crews of vessels of their own nation,—of passengers on board of them, of merchants, or any other citizens of their own country.

They shall have the power also to receive and verify conformably to the laws and regulations of their country,

1st Wills and bequests of their countrymen, and all such acts and contracts between their countrymen as are intended to be drawn up in an authentic form, and verified.

2nd Any and all acts of agreement entered upon between citizens of their own country and inhabitants of the country where they reside.

All such acts of agreement and other instruments, and also copies thereof, when duly authenticated by such Consul-General, Consul, Vice Consul or Consular Agent under his official seals, shall be received in Courts of Justice as legal documents or as authenticated copies, as the case may be, and shall have the same force and effect, as if drawn up by competent public officers of one or the other of the two countries.

Consuls-General, Consuls, Vice Consuls or Consular Agents of the respective countries shall have the power to translate and legalize all documents issued by the authorities or functionaries of their own country, and such papers shall have the same force and effect in the country where the aforesaid officers reside, as if drawn up by sworn interpreters.

ARTICLE X

Consuls-General, Consuls, Vice Consuls or Consular Agents shall be at liberty to go on board the vessels of their nation admitted to entry, either in person, or by proxy and to examine the Captain and crew, to look into the register of the ship, to receive declarations with reference to their voyage, their destination, and the incidents of the voyage, also to draw up manifests, lists of freight, to assist in despatching their vessels and finally to accompany the said Captains or crews before the Courts and before the administrative authorities, in order to act as their interpreters or Agents in their business transactions, or applications of any kind.

The Judicial authorities and Custom-House officials shall in no case proceed to the examination or search of merchant vessels, without previous notice to the Consular authority of the nation to which the said vessels belong, in order to enable them to be present.

They shall also give due notice to Consuls, Vice Consuls or Consular Agents, in order to enable them to be present at any depositions or statements to be made in Courts of law, or before local magistrates by Captains or persons composing the crew, thus to prevent errors or false interpretations which might impede the correct administration of justice.

The notice to Consuls, Vice Consuls or Consular Agents shall name the hour fixed for such proceedings, and upon the nonappearance of the said officers or their representatives, the case shall be proceeded with in their absence.

ARTICLE XI [5]

Consuls, Vice Consuls or Consular Agents shall have exclusive charge of the internal order of the merchant vessels of their nation. They shall have therefore the exclusive power to take cognizance of and to settle all differences which may arise at sea or in port between Captains, officers and crews in reference to wages and the execution of mutual contracts, subject in each case to the laws of their own nation.

The local authorities shall in no way interfere except in cases where the differences on board ship are of a nature to disturb the peace and public order in port or on shore, or when persons other than the officers and crew of the vessel are parties to the disturbance, except as aforesaid the local authorities shall confine themselves to the rendering of forcible assistance if required

[5] Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

by the Consuls, Vice Consuls or Consular Agents, and shall cause the arrest, temporary imprisonment and removal on board his own vessel of every person whose name is found on the muster rolls or register of the ship or list of the crew.

Article XII [5]

Consuls-General, Consuls, Vice Consuls or Consular Agents shall have the power to cause the arrest of all sailors or all other perons belonging to the crews of vessels of their nation who may be guilty of having deserted on the respective territories of the High Contracting Powers, and to have them sent on board or back to their native country.

To that end they shall make a written application to the competent local authority, supporting it by the exhibition of the ship's register and list of the crew, or else, should the vessel have sailed previously, by producing an authenticated copy of these documents showing that the persons claimed really do belong to the ship's crew.

Upon such request the surrender of the deserter shall not be refused. Every aid and assistance shall moreover be granted to the said Consular authorities for the detection and arrest of deserters, and the latter shall be taken to the prisons of the country and there detained at the request and expense of the Consular authority until there may be an opportunity for sending them away.

The duration of this imprisonment shall not exceed the term of three months, at the expiration of which time, and upon three days notice to the Consul, the prisoner shall be set free and he shall not be liable to re-arrest for the same cause.

Should, however, the deserter have committed on shore indictable offence, the local authorities shall be free to postpone his extradition until due sentence shall have been passed and executed.

The High Contracting Parties agree that seamen, or other individuals forming part of the ship's crew, who are citizens of the country in which the desertion took place, shall not be affected by the provisions of this Article.

Article XIII

In all cases where no other agreement to the contrary exists between owners, freighters, and insurers, all damages suffered at sea by the vessels of the two countries, whether they enter the respective ports voluntarily or by stress of weather, shall be settled by the Consuls-General, Consuls, Vice Consuls or Consular Agents of their respective nation, provided no interests of citizens of the country where the said functionaries reside, nor of citizens of a third power are concerned.

In that case, and in the absence of a friendly compromise between all parties interested, the adjudication shall take place under supervision of the local authorities.

ARTICLE XIV

In the event of a vessel belonging to the Government or owned by a citizen of one of the two Contracting States, being wrecked or cast on shore upon the coast of the other, the local authorities shall inform the Consuls-General, Consuls, Vice Consuls, or Consular Agents of the district of the occurrence, or if such Consular Agency does not exist, they shall communicate with the Consul-General, Consul, Vice Consul or Consular Agent of the nearest district.

All proceedings relative to the salvage of American vessels wrecked or cast on shore in Austro-Hungarian waters, shall be directed by the United States Consuls-General, Consuls, Vice Consuls or Consular Agents; also all proceedings relative to the salvage of Austro-Hungarian vessels wrecked or cast on shore in American waters, shall be directed by Austro-Hungarian Consuls-General, Consuls, Vice Consuls or Consular Agents.

An interference of the local authorities in the two countries shall take place for the purpose only of assisting the consular authorities in maintaining order and protecting the rights of salvors not belonging to the crew, also for enforcing the regulations relative to the import or export of the merchandise saved.

In the absence and until the arrival of the Consuls-General, Consuls, Vice Consuls or Consular Agents or their duly appointed delegates, the local authorities shall take all the necessary measures for the protection of persons and preservation of the property saved from the wreck.

No charges shall be made for the interference of the local authorities in such cases, except for expenses incurred through salvage and the preservation of property saved, also for those expenses which, under similar circumstances, vessels belonging to the country where the wreck happens would have to incur.

In case of a doubt concerning the nationality of the wrecks, the local authorities shall have exclusively the management and execution of the provisions laid down in the present Article.

The High Contracting Parties also agree that all merchandise and goods not destined for consumption in the country in which the wreck takes place shall be free of all duties.

ARTICLE XV

Consuls-General, Consuls, Vice Consuls and Consular Agents also Consular Pupils, Chancellors and Consular Officers shall enjoy in the two countries all the liberties, prerogatives, immunities and privileges granted to functionaries of the same class of the most favored nation.

ARTICLE XVI

In case of the death of a citizen of the United States in the Austrian Hungarian Monarchy, or of a citizen of the Austrian Hungarian Monarchy in

the United States, without having any known heirs or testamentary executors by him appointed, the competent local authorities shall inform the Consuls or Consular Agents of the State to which the deceased belonged, of the circumstances, in order that the necessary information may be immediately forwarded to the parties interested.

Article XVII

The present Convention shall remain in force for the space of ten years from the date of the exchange of the ratifications, which shall be made in conformity with the respective Constitutions of the two countries, and exchanged at Washington within the period of ten (10.) months or sooner if possible.[6]

In case neither of the Contracting Parties gives notice before the expiration of the said term of his intention not to renew this Convention, it shall remain in force a year longer, and so on, from year to year, until the expiration of a year from the day, on which one of the parties shall have given such notice.

In testimony whereof, the respective Plenipotentiaries have signed this Convention and hereunto affixed their respective seals.

Done, in duplicate, at Washington, the eleventh day of July, in the year of our Lord one thousand eight hundred and seventy.

Hamilton Fish [seal]
Lederer [seal]

[6] A Senate resolution of May 12, 1871, consented to a three-month extension of time for exchange of ratifications.

NATURALIZATION

Convention signed at Vienna September 20, 1870
Senate advice and consent to ratification March 22, 1871
Ratified by the President of the United States March 24, 1871
Ratified by Austria-Hungary July 6, 1871
Ratifications exchanged at Vienna July 14, 1871
Entered into force July 14, 1871
Proclaimed by the President of the United States August 1, 1871
Not revived after World War I [1]

17 Stat. 833; Treaty Series 12

The President of the United States of America and His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary, led by the wish to regulate the citizenship of those persons who emigrate from the United States of America to the territories of the Austro-Hungarian Monarchy, and from the Austro-Hungarian Monarchy to the United States of America, have resolved to treat on this subject, and have for that purpose appointed Plenipotentiaries to conclude a Convention, that is to say: The President of the United States of America, John Jay, Envoy Extraordinary and Minister Plenipotentiary from the United States to His Imperial and Royal Apostolic Majesty; and His Majesty the Emperor of Austria, etc., Apostolic King of Hungary, the Count Frederick Ferdinand de Beust, His Majesty's Privy Counsellor and Chamberlain, Chancellor of the Empire, Minister of the Imperial House and of Foreign Affairs, Grand Cross of the Orders of St. Stephen and Leopold, who have agreed to and signed the following articles:

Article I

Citizens of the Austro-Hungarian Monarchy who have resided in the United States of America uninterruptedly at least five years, and during such residence have become naturalized citizens of the United States, shall be held by the government of Austria and Hungary to be American citizens, and shall be treated as such.

[1] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*ante*, p. 277), and art. 224 of Treaty of Trianon signed June 4, 1920 (*post*, HUNGARY), the benefits of which were secured to the United States by the treaties establishing friendly relations dated Aug. 24, 1921 (TS 659, *ante*, p. 215), and Aug. 29, 1921 (TS 660, *post*, HUNGARY).

Reciprocally, citizens of the United States of America who have resided in the territories of the Austro-Hungarian Monarchy uninterruptedly at least five years, and during such residence have become naturalized citizens of the Austro-Hungarian Monarchy, shall be held by the United States to be citizens of the Austro-Hungarian Monarchy, and shall be treated as such.

The declaration of an intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

Article II

A naturalized citizen of the one party, on return to the territory of the other party, remains liable to trial and punishment for an action punishable by the laws of his original country committed before his emigration, saving always the limitation established by the laws of his original country and any other remission of liability to punishment.

In particular, a former citizen of the Austro-Hungarian Monarchy, who, under the first article, is to be held as an American citizen, is liable to trial and punishment, according to the laws of Austro-Hungary, for nonfulfilment of military duty;

1° If he has emigrated, after having been drafted at the time of conscription, and thus having become enrolled as a recruit for service in the standing army.

2° if he has emigrated whilst he stood in service under the flag, or had leave of absence only for a limited time;

3° if, having a leave of absence for an unlimited time, or belonging to the reserve or to the militia, he has emigrated after having received a call into service, or after a public proclamation requiring his appearance, or after war has broken out.

On the other hand, a former citizen of the Austro-Hungarian Monarchy naturalized in the United States, who by or after his emigration has transgressed the legal provisions on military duty by any acts or omissions other than those above enumerated in the clauses numbered one, two, and three, can, on his return to his original country, neither be held subsequently to military service nor remain liable to trial and punishment for the nonfulfilment of his military duty.

Article III

The convention for the mutual delivery of criminals, fugitives from justice concluded on the 3d July, 1856,[2] between the Government of the United States of America, on the one part, and the Austro-Hungarian Monarchy, on the other part, as well as the additional convention, signed on the 8th May, 1848,[3] to the treaty of commerce and navigation concluded between the

[2] TS 9, *ante*, p. 211.
[3] TS 8, *ante*, p. 207.

said governments on the 27th of August, 1829,[4] and especially the stipulations of Article IV of the said additional convention concerning the delivery of the deserters from the ships of war and merchant vessels, remain in force without change.

ARTICLE IV

The emigrant from the one state, or who, according to Article I, is to be held as a citizen of the other state, shall not, on his return to his original country, be constrained to resume his former citizenship; yet if he shall of his own accord reacquire it, and renounce the citizenship obtained by naturalization, such a renunciation is allowable, and no fixed period of residence shall be required for the recognition of his recovery of citizenship in his original country.

ARTICLE V

The present Convention shall go into effect immediately on the exchange of ratifications, and shall continue in force ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

ARTICLE VI

The present Convention shall be ratified by the President of the United States, by and with the consent of the Senate of the United States, and by his Majesty the Emperor of Austria, etc., King of Hungary, with the constitutional consent of the two legislatures of the Austro-Hungarian Monarchy, and the ratifications shall be exchanged at Vienna within twelve months from the date hereof.

In faith whereof the Plenipotentiaries have signed this Convention as well in German as in Engish, and have thereto affixed their seals.

Done at Vienna the twentieth day of September, in the year of our Lord one thousand eight hundred and seventy, in the ninety-fifth year of the Independence of the United States of America, and in the twenty-second year of the reign of his Imperial and Royal Apostolic Majesty.

JOHN JAY [SEAL]
BEUST [SEAL]

[4] TS 7, *ante*, p. 202.

TRADEMARKS

Convention signed at Vienna November 25, 1871
Senate advice and consent to ratification January 18, 1872
Ratified by the President of the United States January 27, 1872
Ratified by Austria-Hungary March 9, 1872
Ratifications exchanged at Vienna April 22, 1872
Proclaimed by the President of the United States June 1, 1872
Entered into force July 21, 1872
Not revived after World War I [1]

17 Stat. 917; Treaty Series 13

The United States of America and His Majesty the Emperor of Austria, King of Bohemia, &c., and Apostolic King of Hungary, desiring to secure in their respective territories a guarantee of property in trade-marks, have resolved to conclude a special convention for this purpose, and have named as their Plenipotentiaries:

The President of the United States of America, John Jay, their Envoy Extraordinary and Minister Plenipotentiary from the United States of America to His Imperial and Royal Apostolic Majesty; and His Majesty the Emperor of Austria and Apostolic King of Hungary, the Count Julius Andrássy of Csik Szent Király and Kraszna Horka, His Majesty's Privy Counselor and Minister of the Imperial House and of Foreign Affairs, Grand Cross of the Order of St. Stephen, &c., &c., &c., who have agreed to sign the following articles:

ARTICLE I

Every reproduction of trade-marks which, in the countries or territories of the one of the contracting parties, are affixed to certain merchandise to prove its origin and quality, is forbidden in the countries or territories of the other of the contracting parties, and shall give to the injured party ground for such action or proceedings to prevent such reproduction, and to recover damages for the same, as may be authorized by the laws of the country in which the counterfeit is proven, just as if the plaintiff were a citizen of that country.

[1] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*ante*, p. 277), and art. 224 of Treaty of Trianon signed June 4, 1920 (*post*, HUNGARY), the benefits of which were secured to the United States by the treaties establishing friendly relations dated Aug. 24, 1921 (TS 659, *ante*, p. 215), and Aug. 29, 1921 (TS 660, *post*, HUNGARY).

The exclusive right to use a trade-mark for the benefit of citizens of the United States in the Austro-Hungarian Empire, or of citizens of the Austro-Hungarian Monarchy in the territory of the United States, cannot exist for a longer period than that fixed by the law of the country for its own citizens.

If the trade-mark has become public property in the country of its origin, it shall be equally free to all in the countries or territories of the other of the two contracting parties.

ARTICLE II

If the owners of trade-marks, residing in the countries or territories of the one of the contracting parties, wish to secure their rights in the countries or territories of the other of the contracting parties, they must deposit duplicate copies of those marks in the Patent-Office at Washington, and in the Chambers of Commerce and Trade in Vienna and Pesth.

ARTICLE III

The present arrangement shall take effect ninety days after the exchange of ratifications, and shall continue in force for ten years from this date.

In case neither of the high contracting parties gives notice of its intention to discontinue this convention twelve months before its expiration, it shall remain in force one year from the time that either of the high contracting parties announces its discontinuance.

ARTICLE IV

The ratifications of this present convention shall be exchanged at Vienna within twelve months, or sooner, if possible.

In faith whereof the respective Plenipotentiaries have signed the present convention as well in English as in German and Hungarian, and have affixed thereto their respective seals.

Done at Vienna the twenty-fifth day of November, in the year of our Lord one thousand eight hundred and seventy-one, in the ninety-sixth year of the Independence of the United States of America, and in the twenty-third year of the reign of His Imperial and Royal Apostolic Majesty.

JOHN JAY [SEAL]
ANDRÁSSY [SEAL]

ARBITRATION

Convention signed at Washington January 15, 1909
Senate advice and consent to ratification January 20, 1909
Ratified by the President of the United States March 1, 1909
Ratified by Austria-Hungary April 17, 1909
Ratifications exchanged at Washington May 13, 1909
Entered into force May 28, 1909
Proclaimed by the President of the United States May 18, 1909
Extended by agreement of May 6, 1914 [1]
Expired May 28, 1919

36 Stat. 2156; Treaty Series 524

The President of the United States of America and His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary, signatories of the Convention for the pacific settlement of international disputes, concluded at The Hague on the 29th July, 1899; [2]

Taking into consideration that by Article 19 of that Convention the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment, have resolved to conclude the following convention and for that purpose have appointed their Plenipotentiaries:

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary, Baron Ladislaus Hengelmüller de Hengervár, Grand Cross of the Orders of Leopold and Francis Joseph, 3rd Class Knight of the Order of the Iron Crown, His Majesty's Privy Counselor and Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who after communicating to each other their respective full powers, found in good and due form, have agreed upon the following Articles:

[1] TS 592, *post*, p. 446.
[2] TS 392, *ante*, vol. 1, p. 230.

ARTICLE I

Differences which may arise of a legal nature, or relating to the interpretation of treaties existing between the High Contracting Parties, and which it may not have been possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague by the Convention of the 29th July, 1899; provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the High Contracting Parties, and do not concern the interests of third Parties.

ARTICLE II

In each individual case the High Contracting Parties, before appealing to the Permanent Court of Arbitration, shall conclude a special Agreement defining clearly the matter in dispute, the scope of the powers of the Arbitrators, and the periods to be fixed for the formation of the Arbitral Tribunal and the several stages of the procedure.

It is understood that such special agreements on the part of the United States will be made by the President of the United States by and with the advice and consent of the Senate thereof.

Such agreements shall be binding only when confirmed by the governments of the High Contracting Parties by an exchange of notes.

ARTICLE III

The present Convention shall be ratified by the High Contracting Parties, and the ratifications shall be exchanged as soon as possible at Washington.

The present Convention shall remain in force for five years from the fifteenth day after the date of the exchange of the ratifications.

In testimony whereof the respective Plenipotentiaries have signed this Convention and haxe affixed thereto their seals.

Done in duplicate at Washington the 15th day of January, 1909.

ELIHU ROOT [SEAL]
HENGELMÜLLER [SEAL]

219-919—70——30

COPYRIGHT

Convention signed at Budapest January 30, 1912
Senate advice and consent to ratification July 23, 1912
Ratified by the President of the United States July 31, 1912
Ratified by Austria-Hungary August 12, 1912
Ratifications exchanged at Washington September 16, 1912
Proclaimed by the President of the United States October 15, 1912
Entered into force October 16, 1912
Not revived for Austria after World War I; [1] *revived for Hungary May 27, 1922* [1]
Revived for Hungary (after World War II) March 9, 1948, [2] *pursuant to article 10 of treaty of peace signed at Paris February 10, 1947* [3]

37 Stat. 1631; Treaty Series 571

The President of the United States of America, and His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary,

Desiring to provide, between the United States of America and Hungary, for a reciprocal legal protection in regard to copyright of the citizens and subjects of the two Countries, have, to this end, decided to conclude a Convention, and have appointed as their Plenipotentiaries:

The President of the United States of America:

Richard C. Kerens, Ambassador Extraordinary and Plenipotentiary of the United States of America to His Imperial and Royal Apostolic Majesty;

and

His Majesty the Emperor of Austria, King of Bohemia, etc. and Apostolic King of Hungary:

Count Paul Esterhazy, baron of Galántha, viscount of Fraknó, Privy Councillor and Chamberlain, Chief of section in the Ministry of the Imperial and Royal House and of Foreign Affairs, and Dr. Gustavus de Töry, Secretary of State in the Royal Hungarian Ministry of Justice;

[1] See art. 241 of Treaty of St. Germain-en-Laye signed Sept. 10, 1919 (*ante*, p. 277), and art. 224 of Treaty of Trianon signed June 4, 1920 (*post*, HUNGARY), the benefits of which were secured to the United States by the treaties establishing friendly relations dated Aug. 24, 1921 (TS 659, *ante*, p. 215), and Aug. 29, 1921 (TS 660, *post*, HUNGARY).

[2] *Department of State Bulletin*, Mar. 21, 1948, p. 382.

[3] TIAS 1651, *ante*, vol. 4, p. 457.

Who, having communicated to each other their full powers, found to be in good and due form, have agreed as follows:

Article 1

Authors who are citizens or subjects of one of the two countries or their assigns shall enjoy in the other country, for their literary, artistic, dramatic, musical and photographic works (whether unpublished or published in one of the two countries) the same rights which the respective laws do now or may hereafter grant to natives.

The above provision includes the copyright control of mechanical musical reproductions.

Article 2

The enjoyment and the exercise of the rights secured by the present Convention are subject to the performance of the conditions and formalities prescribed by the laws and regulations of the country where protection is claimed under the present Convention; such enjoyment and such exercise are independent of the existence of protection in the country of origin of the work.

Article 3

The term of copyright protection granted by the present Convention shall be regulated by the law of the country where protection is claimed.

Article 4

The present Convention shall be ratified and the ratifications shall be exchanged at Washington as soon as possible.

Article 5

The present Convention shall be put in force one month after the exchange of ratifications, and shall remain in force until the termination of a year from the day on which it may have been denounced.

In faith whereof the Plenipotentiaries have signed the present Convention in two copies, each in the English and Hungarian languages, and have affixed thereto their seals.

Done at Budapest, the 30th day of January 1912.

Richard C. Kerens	[seal]
Esterházy Pál	[seal]
Töry Gusztáv	[seal]

ARBITRATION

Convention signed at Washington May 6, 1914, extending convention of January 15, 1909
Ratified by Austria-Hungary May 13, 1914
Senate advice and consent to ratification May 20, 1914
Ratified by the President of the United States May 27, 1914
Ratifications exchanged at Washington May 28, 1914
Entered into force May 28, 1914
Proclaimed by the President of the United States May 28, 1914
Expired May 28, 1919

38 Stat. 1783; Treaty Series 592

The President of the United States of America and His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary, being desirous of extending the period of five years during which the Arbitration Convention concluded on January 15, 1909,[1] is to remain in force, have resolved to conclude the following Convention and for that purpose have appointed their Plenipotentiaries:

The President of the United States of America, the Honorable William Jennings Bryan, Secretary of State of the United States; and

His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary, Constantine Theodore Dumba, Grand Cross of the Order of Francis Joseph, 3rd Class Knight of the Order of the Iron Crown, His Majesty's Privy Councillor, Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, after communicating to each other their respective full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE I

The Convention of Arbitration of January 15, 1909, between the United States of America and Austria-Hungary, the duration of which by Article III thereof was fixed at a period of five years from the fifteenth day after the date of exchange of ratifications, which period will terminate on May 28, 1914,

[1] TS 524, *ante*, p. 442.

is hereby extended and continued in force for a further period of five years from May 28, 1914.

ARTICLE II

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by His Majesty the Emperor of Austria, King of Bohemia, etc., and Apostolic King of Hungary; and it shall become effective upon the date of the exchange of ratifications, which shall take place at Washington as soon as possible.

In testimony whereof the respective Plenipotentiaries have signed this Convention and have affixed thereto their seals.

Done in duplicate at Washington, this 6th day of May, one thousand nine hundred and fourteen.

WILLIAM JENNINGS BRYAN [SEAL]
CONSTANTIN THEODOR DUMBA [SEAL]

Belgium[1]

COMMERCE AND NAVIGATION

Treaty signed at Brussels November 10, 1845
Ratified by Belgium January 17, 1846
Senate advice and consent to ratification March 26, 1846
Ratified by the President of the United States March 30, 1846
Ratifications exchanged at Washington March 30, 1846
Entered into force March 30, 1846
Proclaimed by the President of the United States March 31, 1846
Terminated August 20, 1858[2]

8 Stat. 606; Treaty Series 19[3]

Treaty of Commerce and Navigation Between the United States of America and His Majesty the King of the Belgians

The United States of America, on the one part, and His Majesty the King of the Belgians on the other part, wishing to regulate in a formal manner, their reciprocal relations of commerce and navigation, and further to strengthen through the development of their interests respectively, the bonds of friendship and good understanding, so happily established between the Governments and People of the two countries; and desiring with this view, to conclude, by common agreement, a treaty establishing conditions equally advantageous to the commerce and navigation of both states, have, to that effect, appointed as their Plenipotentiaries, namely: The President of the United States Thomas G. Clemson, Chargé d'affaires of the United States of America

[1] See also *post*, BELGO-LUXEMBOURG ECONOMIC UNION.

[2] Pursuant to notice of termination given by Belgium Aug. 20, 1857. However, a declaration signed July 17, 1858, by the Secretary of State and the Belgian Chargé provided that ". . . it is hereby declared to be the wish and intention of the Undersigned that the commercial relations of the two countries shall, after the latter date [Aug. 20, 1858], continue on the same footing as previously until the stipulations of the Convention signed this day [TS 20, *post*, p. 454] shall have gone into effect as therein provided."

[3] For a detailed study of this treaty, see 4 Miller 761.

to His Majesty the King of the Belgians—And His Majesty the King of the Belgians, M. Adolphe Dechamps, officer of the order of Leopold., Knight of the order of the red Eagle of the first class, Grand Cross of the order of St Michel of Bavaria, His Minister for Foreign Affairs, a member of the Chamber of Representants, Who, after having communicated to each other their full powers, ascertained to be in good and proper form, have agreed and concluded the following articles.

ARTICLE I

There shall be full and entire freedom of commerce and navigation, between the inhabitants of the two countries; and the same security and protection, which is enjoyed by the citizens or subjects of each country, shall be guarantied on both sides. The said inhabitants, whether established or temporarily residing within any ports, cities or places whatever, of the two countries, shall not, on account of their commerce or industry, pay any other or higher duties, taxes, or imposts, than those which shall be levied on citizens or subjects of the country, in which they may be; and the privileges, immunities and other favours, with regard to commerce or industry, enjoyed by the citizens or subjects of one of the two states, shall be common to those of the other.

ARTICLE II

Belgian vessels, whether coming from a Belgian or a foreign port, shall not pay, either on entering or leaving the ports of the United States, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally other charges whatsoever, than are required from vessels of the United States in similar cases. This provision extends, not only to duties levied for the benefit of the State, but also to those levied for the benefit of provincies, cities, [countries [counties], districts, townships, corporations, or any other divisions or jurisdiction, whatever may be its designation.

ARTICLE III

Reciprocally, vessels of the United States, whether coming from a port of said states, or from a foreign port, shall not pay, either on entering or leaving the ports of Belgium, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally, other charges whatever, than are required from Belgian vessels, in similar cases. This provision extends not only to duties levied for the benefit of the state, but also to those levied for the benefit of provinces, cities, countries, districts, townships, corporations, or any other division or jurisdiction, whatever be its designation.

Article IV

The restitution by Belgium, of the duty levied by the Government of the Netherlands, on the navigation of the scheldt, in virtue of the third paragraph, of the ninth article, of the Treaty of April nineteenth, eighteen hundred and thirty nine, is guarantied to the vessels of the United States.

Article V

Steam vessels of the United States and of Belgium, engaged in regular navigation, between the United States and Belgium, shall be exempt in both countries, from the payment of duties of tonnage, anchorage, buoys, and light-houses.

Article VI

As regards the coasting trade, between the ports of either country, the vessels of the two nations shall be treated on both sides, on the same footing with the vessels of the most favoured nation.

Article VII

Articles of every description, whether proceeding from the soil, industry or warehouses of Belgium, directly imported therefrom, into the ports of the United-States, in Belgian vessels, shall pay no other or higher duties of import, than if they were imported under the flag of said States.

And, reciprocally, articles of every description directly imported into Belgium from the united states, under the flag of the said states, shall pay no other or higher duties, than if they were imported under the Belgian flag.

It is well understood:

1°, that the goods shall have been really put on board, in the ports from which they are declared respectively to come.

2°, that a putting-in at an intermediate port, produced by uncontrollable circumstances, duly proved, does not occasion the forfeiture of the advantage allowed to direct importation.

Article VIII

Articles of every description, imported into the United States, from other countries than Belgium, under the Belgian flag, shall pay no other, or higher duties whatsoever, than if they had been imported under the flag of the most favoured foreign nation, other than the flag of the country from which the importation is made. And reciprocally, articles of every description, imported under the flag of the United States into Belgium from other countries than the United States, shall pay no other or higher duties whatsoever, than if they had been imported under the flag of the foreign nation most favoured, other than that of the country from which the importation is made.

Article IX

Articles of every description, exported by Belgian vessels, or by those of the United States of America, from the ports of either country, to any country whatsoever, shall be subjected to no other duties or formalities, than such as are required for exportation, under the flag of the country where the shipment is made.

Article X

All premiums, drawbacks, or other favours of like nature, which may be allowed in the states of either of the contracting parties, upon goods imported or exported in national vessels, shall be likewise, and in the same manner, allowed upon goods imported directly from one of the two countries, by its vessels, into the other, or exported from one of the two countries by the vessels of the other to any destination whatsoever.

Article XI

The preceding article is, however, not to apply to the importation of salt, and of the produce of the national fisheries; each of the two parties reserving to itself, the faculty of granting special privileges, for the importation of those articles, under its own flag.

Article XII

The high contracting parties agree to consider and to treat as Belgian vessels, and as vessels of the United States, all those which being provided by the competent authority with a passport, Sea Letter, or any other sufficient document, shall be recognised conformably with existing laws, as national vessels in the country to which they respectively belong.

Article XIII

Belgian vessels and those of United States may, conformably with the Laws of the two countries, retain on board, in the ports of both, such parts of their cargoes as may be destined for a foreign country; and such parts shall not be subjected, either while they remain on board, or upon reexportation, to any charges whatsoever, other than those for the prevention of smuggling.

Article XIV

During the period allowed by the laws of the two countries respectively for the warehousing of goods, no duties, other than those of watch and storeage, shall be levied upon articles brought from either country, into the other, while awaiting transit, re-exportation, or entry for consumption. Such goods shall in no case be subject to higher warehouse charges, or to other formalities, than if they had been imported under the flag of the country.

Article XV

In all that relates to duties of customs and navigation, the two high contracting parties promise, reciprocally, not to grant any favour, privilege, or immunity to any other state, which shall not instantly become common to the citizens and subjects of both parties, respectively; gratuitously, if the concession or favour to such other state is gratuitous, and on allowing the same compensation or its equivalent, if the concession is conditional.

Neither of the contracting parties shall lay upon goods proceeding from the soil or the industry of the other party which may be imported into its ports, any other or higher duties of importation or reexportation than are laid upon the importation and re-éxportation of similar goods coming from any other foreign country.

Article XVI

In cases of shipwreck, damages at Sea, or forced putting-in, each party shall afford to the vessels of the other, whether belonging to the state or to individuals, the same assistance and protection, and the same immunities, which would have been granted to its own vessels in similar cases.

Article XVII

It is moreover agreed between the two contracting parties, that the consuls and Vice consuls of the United States in the ports of Belgium, and, reciprocally, the consuls and Vice-Consuls of Belgium in the ports of the United States shall continue to enjoy all the privileges, protection and assistance, usually granted to them and which may be necessary for the proper discharge of their functions. The said consuls and Vice Consuls may cause to be arrested and sent back, either to their vessels or to their country, such seamen as may have deserted from the vessels of their nation. To this end, they shall apply in writing to the competent, local authorities, and they shall prove, by exhibition of the vessels crew list, or other document, or, if she shall have departed, by copy of Said documents, duly certified by them, that the seamen whom they claim formed part of the said crew. Upon such demand, thus supported, the delivery of the deserters shall not be refused. They shall moreover, receive all aid and assistance, in searching for, seizing and arresting such deserters, who shall, upon the requisition and at the expense of the consul or Vice-Consul, be confined and Kept in the prisons of the country until he shall have found an opportunity for sending them home. If, however, such an opportunity should not occur within three months after the arrest, the deserters shall be set at liberty and shall not again be arrested for the same cause. It is, however, understood, that seamen of the country in which the desertion shall occur are excepted from these provisions, unless they be naturalized citizens or subjects of the other country.

Article XVIII

Articles of all Kinds the transit of which is allowed in Belgium, coming from or going to the United States, shall be exempt from all transit duty in Belgium, when the transportation through the Belgian territory is effected on the rail-roads of the state.

Article XIX

The present treaty shall be in force during ten years from the date of the exchange of the ratifications, and until the expiration of twelve months after either of the high contracting parties shall have announced to the other its intention to terminate the operation thereof; each party reserving to itself the right of making such declaration to the other, at the end of ten years above mentioned; and it is agreed, that after the expiration of the twelve months of prolongation accorded on both sides, this treaty and all its stipulations shall cease to be in force.

Article XX

This treaty shall be ratified and the ratifications shall be exchanged at Washington within the term of six months after its date, or sooner if possible; and the treaty shall be put in execution, within the term of twelve months.

In faith whereof, the respective Plenipotentiaries have signed the present treaty, in duplicate, and have affixed thereto their seals, Brussels the tenth of November eighteen hundred & forty five.

Thos. G. Clemson [seal]
Dechamps [seal]

COMMERCE AND NAVIGATION

Treaty signed at Washington July 17, 1858
Senate advice and consent to ratification March 8, 1859
Ratified by Belgium March 17, 1859
Ratified by the President of the United States April 13, 1859
Ratifications exchanged at Washington April 16, 1859
Entered into force April 16, 1859
Proclaimed by the President of the United States April 19, 1859
Supplemented by convention of May 20, 1863,[1] *and additional article of December 20, 1868* [2]
Article XV made obsolete by consular convention of December 5, 1868,[3] *as supplemented*
Terminated July 1, 1875 [4]

12 Stat. 1043; Treaty Series 20 [5]

The United States of America on the one part and His Majesty the King of the Belgians on the other part, wishing to regulate in a formal manner their reciprocal relations of commerce and navigation, and further to strengthen, through the development of their interests respectively, the bonds of friendship and good understanding so happily established between the governments and people of the two countries; and desiring, with this view, to conclude, by common agreement, a treaty establishing conditions equally advantageous to the commerce and navigation of both states, have, to that effect, appointed as their plenipotentiaries, namely: the President of the United States, Lewis Cass, Secretary of State of the United States, and His Majesty the King of the Belgians, Mr. Henri Bosch Spencer, decorated with the cross of iron, Chevalier of the order of Leopold, Chevalier of the Polar Star, his Chargé d'Affaires in the United States, who, after having communicated to each other their full powers, ascertained to be in good and proper form, have agreed to and concluded the following articles:

[1] TS 22, *post*, p. 468.
[2] TS 26, *post*, p. 483.
[3] TS 25, *post*, p. 478.
[4] Pursuant to notice of termination given by the United States July 1, 1874.
[5] For a detailed study of this treaty, see 7 Miller 931.

ARTICLE I

There shall be full and entire freedom of commerce and navigation between the inhabitants of the two countries; and the same security and protection which is enjoyed by the citizens or subjects of each country, shall be guarantied on both sides. The said inhabitants, whether established or temporarily residing within any ports, cities or places whatever, of the two countries, shall not, on account of their commerce or industry, pay any other or higher duties, taxes or imposts, than those which shall be levied on citizens or subjects of the country in which they may be; and the privileges, immunities, and other favors, with regard to commerce or industry, enjoyed by the citizens or subjects of one of the two States, shall be common to those of the other.

ARTICLE II

Belgian vessels, whether coming from a Belgian or a foreign port, shall not pay, either on entering or leaving the ports of the United States, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally other charges whatsoever, than are required from vessels of the United States in similar cases. This provision extends, not only to duties levied for the benefit of the State, but also to those levied for the benefit of provinces, cities, countries [counties], districts, townships, corporations, or any other division or jurisdiction, whatever may be its designation.

ARTICLE III

Reciprocally, vessels of the United States, whether coming from a port of said States, or from a foreign port, shall not pay, either on entering or leaving the ports of Belgium, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally other charges whatever, than are required from Belgian vessels in similar cases. This provision extends not only to duties levied for the benefit of the state, but also to those levied for the benefit of provinces, cities, countries [counties], districts, townships, corporations, or any other division or jurisdiction, whatever may be its designation.

ARTICLE IV

Steam vessels of the United States and of Belgium, engaged in regular navigation between the United States and Belgium, shall be exempt in both countries from the payment of duties of tonnage, anchorage, buoys, and light-houses.

ARTICLE V

As regards the coasting trade between the ports of either country, the vessels of the two nations shall be treated on both sides on the same footing with the vessels of the most favored nations.

ARTICLE VI

Objects of any kind soever introduced into the ports of either of the two States, under the flag of the other, whatever may be their origin and from what country soever the importation thereof may have been made, shall not pay other or higher entrance duties nor shall be subjected to other charges or restrictions, than they would pay, or be subjected to, were they imported under the national flag.

ARTICLE VII

Articles of every description, exported by Belgian vessels, or by those of the United States of America, from the ports of either country to any country whatsoever, shall be subjected to no other duties or formalities than such as are required for exportation under the flag of the country where the shipment is made.

ARTICLE VIII

All premiums, drawbacks, or other favors of like nature, which may be allowed in the states of either of the contracting parties, upon goods imported or exported in national vessels, shall be likewise, and in the same manner, allowed upon goods imported directly from one of the two countries, by its vessels, into the other, or exported from one of the two countries, by the vessels of the other, to any destination whatsoever.

ARTICLE IX

The preceding article is, however, not to apply to the importation of salt, and of the produce of the national fisheries; each of the two parties reserving to itself the faculty of granting special privileges for the importation of those articles under its own flag.

ARTICLE X

The high contracting parties agree to consider and to treat as Belgian vessels, and as vessels of the United States, all those which, being provided by the competent authority with a passport, sea letter, or any other sufficient document, shall be recognized conformably with existing laws as national vessels in the country to which they respectively belong.

ARTICLE XI

Belgian vessels and those of the United States may, conformably with the laws of the two countries, retain on board, in the ports of both, such

parts of their cargoes as may be destined for a foreign country; and such parts shall not be subjected, either while they remain on board, or upon re-exportation, to any charges whatsoever, other than those for the prevention of smuggling.

ARTICLE XII

During the period allowed by the laws of the two countries respectively for the warehousing of goods, no duties, other than those of watch and storage, shall be levied upon articles brought from either country into the other while awaiting transit, re-exportation, or entry for consumption. Such goods shall in no case be subject to higher warehouse charges, or to other formalities than if they had been imported under the flag of the country.

ARTICLE XIII

In all that relates to duties of customs and navigation, the two high contracting parties promise, reciprocally, not to grant any favor, privilege, or immunity, to any other state, which shall not instantly become common to the citizens and subjects of both parties respectively; gratuitously, if the concession or favor to such other state is gratuitous, and on allowing the same compensation or its equivalent, if the concession is conditional.

Neither of the contracting parties shall lay upon goods proceeding from the soil or the industry of the other party, which may be imported into its ports, any other or higher duties of importation or re-exportation than are laid upon the importation or re-exportation of similar goods coming from any other foreign country.

ARTICLE XIV

In cases of shipwreck, damages at sea, or forced putting in, each party shall afford to the vessels of the other, whether belonging to the state or to individuals, the same assistance and protection, and the same immunities, which would have been granted to its own vessels in similar cases.

ARTICLE XV [6]

It is moreover agreed between the two contracting parties, that the Consuls and Vice-consuls of the United States in the ports of Belgium, and, reciprocally, the consuls and vice-consuls of Belgium in the ports of the United States, shall continue to enjoy all the privileges, protection, and assistance, usually granted to them, and which may be necessary for the proper discharge of their functions. The said consuls and vice-consuls may cause to be arrested and sent back, either to their vessels or to their country, such seamen as may have deserted from the vessels of their nation. To this end, they shall apply in writing to the competent local authorities, and they

[6] Made obsolete by convention of Dec. 5, 1868 (TS 25), *post*, p. 478.

shall prove, by exhibition of the vessel's crew list, or other document, or, if she shall have departed, by copy of said documents, duly certified by them, that the seamen whom they claim formed part of the said crew. Upon such demand, thus supported, the delivery of the deserters shall not be refused. They shall moreover receive all aid and assistance in searching for, seizing, and arresting such deserters, who shall upon the requisition and at the expense of the consul or vice-consul, be confined and kept in the prisons of the country until he shall have found an opportunity for sending them home. If, however, such an opportunity should not occur within three months after the arrest, the deserters shall be set at liberty, and shall not again be arrested for the same cause. It is, however, understood, that seamen of the country in which the desertion shall occur, are excepted from these provisions, unless they be naturalized citizens or subjects of the other country.

Article XVI

Articles of all kinds, the transit of which is allowed in Belgium, coming from or going to the United States, shall be exempt from all transit duty in Belgium, when the transportation through the Belgian territory is effected on the railroads of the state.

Article XVII

The present treaty shall be in force during ten years from the date of the exchange of the ratifications, and until the expiration of twelve months after either of the high contracting parties shall have announced to the other its intention to terminate the operation thereof; each party reserving to itself the right of making such declaration to the other, at the end of the ten years above mentioned: and it is agreed, that after the expiration of the twelve months of prolongation accorded on both sides, this treaty and all its stipulations shall cease to be in force.

Article XVIII

This treaty shall be ratified and the ratifications shall be exchanged at Washington, within the term of nine months after its date, or sooner if possible.

In faith whereof, the respective plenipotentiaries have signed the present treaty, in duplicate, and have affixed thereto their seals, at Washington, the seventeenth of July, eighteen hundred and fifty-eight.

Lew Cass [seal]
H. Bosch Spencer [seal]

POSTAL CONVENTION

Signed at Washington December 21, 1859
Ratified by Belgium February 17, 1860
Ratified by the President of the United States August 14, 1860
Ratifications exchanged at Washington October 19, 1860
Proclaimed by the President of the United States October 20, 1860
Entered into force November 19, 1860
Replaced by convention of August 21, 1867 [1]

12 Stat. 1117; Treaty Series 21

POSTAL CONVENTION BETWEEN THE UNITED STATES AND BELGIUM

Articles agreed upon between the General Post Office of the United States of America, by Joseph Holt, Postmaster General, in virtue of his constitutional powers, and the General Post Office of Belgium, by his Excellency M. Blondeel Van Cuelebroeck, Envoy Extraordinary and Minister Plenipotentiary of his Majesty the King of the Belgians, and invested with special powers to that effect, for the reciprocal receipt and delivery of letters and packets in closed mails to be conveyed through England, under the fifteenth article of the postal treaty between Belgium and Great Britain of the 14–28th August, 1857, as well as by any direct line of steamships which may be established between the United States and Belgium. In pursuance of this object, the following details are hereby agreed upon, viz:

ARTICLE I. There shall be a periodical and regular exchange of correspondence between Belgium and the United States of America at the times and by the means of communication and transport which shall be hereafter indicated, as well for letters, samples of merchandise, newspapers and printed matter, originating in the two countries, as for articles of the same nature originating in or intended for countries which shall be enabled to make use of the postal service organized by the present convention.

When the senders shall not have indicated any other route in the superscription, correspondence of every kind, either addressed from Belgium to the United States and their Territories, or from the United States and their Territories to Belgium, shall be invariably comprised in the closed mails which

[1] 16 Stat. 923. The convention of Aug. 21, 1867, was terminated Feb. 23, 1938, pursuant to notice given by Belgium Feb. 23, 1937.

the Belgian and United States Post Offices shall exchange in conformity to the second article of the present convention.

The two above-mentioned offices reserve to themselves, nevertheless, the right to send and receive by such other route as they may think fit, correspondence originating in or destined for countries to which they respectively serve as intermediate points.

ARTICLE II. Until other arrangements shall be made, the correspondence to be exchanged between the Post Offices of the United States and Belgium shall be delivered by each party in closed mails at the proper Post Offices in the United Kingdom of Great Britain and Ireland, to be transported through Great Britain, in conformity with the convention of August 14–28th, 1857, concluded between the Post Offices of Belgium and of Great Britain.

The Post Office of Belgium shall pay the expenses resulting from the transportation in transit of the said closed mails over the British territory, and across the British channel. The United States Post Office, on its side, shall pay the expenses resulting from the transportation of the said mails across the Atlantic ocean by the United States packets or by those of Great Britain.

The Belgian Post Office engages itself, nevertheless, notwithstanding this last clause, and until a contrary decision is taken by common agreement between that office and that of the United States, to pay the expenses resulting from the transportation across the Atlantic ocean of articles of printed matter, other than newspaper and periodical works, for such of said articles of printed matter as shall be contained in the mails transported by the British packets.

ARTICLE III. The exchange of mails despatched from the United States for Belgium, and, *vice versa*, by way of England, shall take place through the following post offices, to wit:

1. On the part of the United States through the post offices of New York and Boston.

2. On the part of Belgium through the local office Ostend, travelling office Ostend, and Antwerp.

The exchange offices above designated shall reciprocally make a despatch at least once a week, in coincidence as far as possible with the regular sailing of the Anglo-American steamers, until arrangements shall be made to establish a more frequent communication, or a direct communication, between Belgium and the United States, in conformity with the provisions of Articles XXIII., XXIV., XXV., and XXVI. of this convention.

Correspondence sent from one of the two countries to the other via England shall be directed conformably to the table, letter G, attached to the present articles.[2]

[2] Forms and tables not printed.

ARTICLE IV. Independently of the exchange offices mentioned in the preceding article, others may, by mutual agreement, be established upon other points of the coasts of the two countries for which direct communication may hereafter be deemed necessary.

ARTICLE V. Persons who may be desirous of sending ordinary letters, either from Belgium to the United States, or from the United States to Belgium, shall have the option of leaving the entire postage to be paid by the person to whom they are addressed, or of prepaying the same to their destination. But no account shall be taken of any sum less than the whole combined rate, nor of any fractions of the whole rate.

ARTICLE VI. Each letter or packet weighing not over fifteen grammes, or half an ounce, shall be considered single.

If above fifteen, and not over thirty grammes, (one half ounce to one ounce,) it shall pay double the charge of a single letter.

If above thirty and not over sixty grammes, (one to two ounces,) it shall pay quadruple the charge on a single letter; and so on, adding two rates for every thirty grammes, or one ounce, or fraction of an ounce.

ARTICLE VII. Letters prepaid, or not prepaid, originating in Belgium, and addressed to the United States, and reciprocally, letters prepaid, or not prepaid, originating in the United States, and destined for Belgium, shall be stamped in both countries with the uniform charge of one franc forty centimes, or twenty-seven cents, per single letter. This charge shall be divided in the following manner:

United States postage	5 cents
Sea postage	15 "
British transit postage	4 "
Belgian postage	3 "
	27 cents

It is understood that the whole combined rate thus established shall be reduced in proportion to the reduction which may hereafter be made in either of the rates forming the whole rate, and that, if either rate is entirely dispensed with, it shall not go toward making up any part of the total amount. Any modification of the actual established rate of one franc forty centimes in Belgium, or twenty-seven cents in the United States, must be made by mutual agreement of the two contracting parties.

ARTICLE VIII. Samples of merchandise shall pay letter postage.

ARTICLE IX. The postage for which the United States and Belgian Post Offices shall reciprocally account to each other upon letters which shall be exchanged between them in closed mails, shall be established, letter by letter, according to the scale of progression determined by the preceding Article VI.

The Belgian office shall pay to the United States office, for each unpaid letter weighing fifteen grammes, (half an ounce,) or less, originating in the United States and destined for Belgium, as well as for each letter of like weight prepaid in Belgium and destined for the United States, the sum of

twenty cents, including fifteen cents for the expenses of transportation across the Atlantic ocean.

On its side, the United States office shall pay to the Belgian office for each unpaid letter weighing half an ounce or less, originating in Belgium and destined for the United States, as well as for each letter of like weight prepaid in the United States and destined for Belgium, the sum of seven cents, including four cents for the expenses of transportation over the British territory and across the British channel.

It is understood that the postage for which the two offices, American and Belgian, shall account to each other, shall always be the exact representation of what shall be really paid.

1. The United States and Belgian inland.
2. The sea postage.
3. The British transit postage and postage across the British channel.

Article X. Letters originating in countries beyond the United States, destined for Belgium, as well as letters originating in countries availing themselves of the Belgian route, other than in closed mails, and destined for the United States, shall be respectively stamped with the uniform charge stipulated in Article VII. of the present convention, and to which the amount of the foreign charges must be added.

Three months after the exchange of the ratifications of the present convention, the two Post Offices shall furnish to each other, reciprocally, lists of the foreign countries for which the prepayment of letters shall be obligatory, or optional, either to their destination or to a determinate point. But until such lists shall be furnished, neither of the two Post Departments shall despatch to the other letters originating in or destined for countries situated beyond their respective territories.

Article XI. It is understood that the letters mentioned in the preceding Article X. can be delivered on either side, only by the piece, upon the reimbursement by credit or payment of the allotted part of the international and foreign postage belonging to each office with which such letters are charged.

Article XII. The United States offices of exchange, in charging the postage due to the Post Office of Belgium, shall uniformly make use of weights having the American ounce for unit, with its division into half-ounces; and the Belgian offices of exchange, in charging the postage due to the United States, shall uniformly make use of weights having the decimal gramme for unit, (thirty grammes being considered equal to one ounce American.)

Article XIII. Newspapers, gazettes, periodical works, books stitched or bound, pamphlets, papers of music, catalogues, prospectuses, advertisements and notices of various kinds printed, engraved, lithographed or autographed, which shall be sent either from Belgium to the United States and

their Territories, or from the United States and their Territories to Belgium, must on each side be prepaid to their destination. Newspapers and articles of printed matter, which are not prepaid, cannot be forwarded.

ARTICLE XIV. The price of prepayment of newspapers, gazettes, and periodical works, shall be levied at the rate of twenty-five centimes in Belgium, or of five cents in the United States, for each package the weight of which shall not exceed ninety grammes (three ounces). Packages weighing more than ninety grammes shall pay an additional rate for each ninety grammes or fraction of ninety grammes. The price of prepayment of stitched or bound books, of pamphlets, of papers of music, of catalogues, of prospectuses, of advertisements and of notices of various kinds, printed, engraved, lithographed, or autographed, shall be levied at the rate of twenty-five centimes in Belgium, or of five cents in the United States, per thirty grammes, (one ounce,) or fraction of thirty grammes.

The proceeds of the above-mentioned rates shall be divided between the offices of the two countries, in the proportion of three-fifths, or three cents, to the profit of the Post Office of Belgium, including two cents for expenses of transit through England and across the British channel, and of two-fifths, or two cents, to the profit of the United States Office, including one cent for expenses of transportation across the Atlantic ocean.

Notwithstanding this latter clause, and until a contrary decision is taken by common agreement between the Post Offices of Belgium and of the United States, the division of the product of the postage on articles of printed matter other than newspapers and periodical works, shall take place in the proportions hereinafter indicated, for such of those articles as shall be contained in the mails transported by the British packets, viz:

A. Four-fifths, or four cents, to the profit of the Belgian Post Office, including three cents for expenses of transportation over the British territory, in the British channel, and across the Atlantic ocean.

B. One-fifth, or one cent, to the profit of the United States Post Office for the expenses of transportation over the territory of the United States.

Newspapers and printed matter of every sort sent agreeably to the above mentioned conditions shall be subject to the respective laws and regulations of each country. Those which shall contain characters of any kind traced by the hand shall be subject to the postage of an ordinary letter of the same weight. They shall be sent under a wrapper open at the two sides, and in such a manner that each newspaper, or article of printed matter, may always be separated from its wrapper.

ARTICLE XV. Each of the mails despatched between the exchange offices of the respective Post Offices shall be accompanied by a letter bill in which these offices shall state, with the classification established by the present convention, the number, the weight, or the postage of the articles which the despatch may contain; and the receiving exchange office shall return

by next post an acknowledgment of the receipt thereof. The letter bills and acknowledgments shall be according to the forms annexed marked A and B.

ARTICLE XVI. If there should be no letters or other mail matter to send at the usual period of making up said closed mails from either of the offices of exchange, a blank letter bill showing that fact shall nevertheless be sent to the corresponding office.

ARTICLE XVII. The letter bills and acknowledgments shall serve for vouchers in the quarterly settlement of the accounts; and in case of difference between these documents, the amount stated in the acknowledgment shall be received in preference to that stated in the letter bill.

ARTICLE XVIII. The accounts between the two departments shall be closed at the expiration of each quarter of the calendar year by quarterly statements and accounts prepared by the General Post Office in Washington, according to forms annexed, marked C and D; and having been examined, compared, and settled by the General Post Office in Belgium, the balance shall be paid without delay by that Department which shall be found indebted to the other. If the balance is in favor of Belgium, it shall be paid in Belgium; and if in favor of the United States, it shall be paid over by Belgium at Washington, or to the General Post Office at London to the credit of the United States, as the Postmaster General of the United States shall elect.

ARTICLE XIX. Letters which, from any cause whatever, cannot be delivered, shall be reciprocally returned at the close of each quarter, after the expiration of a proper period to effect their delivery to the person addressed, and for the same amount of postage originally charged by the sending office, which shall be allowed in discharge of the account of the office to which they were sent. These returns of postage are to be claimed in a bill made up agreeably to forms annexed, marked E and F, which is to accompany such dead letters.

Newspapers which are refused, or which become dead in the Post Offices of either country, are not to be returned.

ARTICLE XX. Letters misdirected or missent, or which may require the prepayment of postage, shall be reciprocally returned without delay through the respective offices of exchange, and credit taken in the letter bill for the same, at the weight and postage originally charged upon them. In respect to letters addressed to persons who have changed their residence, whatever may be their origin, they shall be respectively returned charged with the postage which was to have been paid by the person addressed, less the inland postage of the country from which sent.

ARTICLE XXI. The evidence of the prepayment of letters shall be in red ink, on the right hand upper corner of the face of the letter, and all letters, without distinction, shall bear the stamp of the mailing office on their face, and that of the receiving office on their back.

The evidence of prepayment shall be represented thus: Letters originating in the United States and paid to their destination in Belgium shall be stamped with the word "PAID."

Letters originating in Belgium and paid to their destination in the United States shall be stamped "P.D.," (paid to destination.)

Letters of every other origin, despatched from either country by virtue of the stipulations of Article X., and the prepayment of which is rendered obligatory to a certain point within either country, shall be stamped "P. F." (paid to the frontier.)

The manner in which letters, paid or unpaid, are to be sent or received shall be designated by the exchange offices, on each letter, by means of a stamp bearing the words "Am. Packet" or "Br. Packet," accordingly as they are transported by one or the other, in such manner as that the amount of credit to be allowed to the British Post Office for dead letters returned can be shown.

ARTICLE XXII. The exchange offices of the Post Office of Belgium shall state upon their post bills for the London office the number of single rates for letters, as well as of the weight of newspapers and articles of printed matter contained in each of the mails intended for the United States office; and they shall, in like manner, state, in the receipt bills addressed to the said London office, the number of single rates for letters, as well as the weight of newspapers and articles of printed matter, found in the mails from the United States office intended for Belgium.

ARTICLE XXIII. In the event of a direct line or lines of steamships between the United States and Belgium being established, there shall be a direct exchange of mails by such line of steamers between the respective exchange offices of Antwerp on the one side, and New York and Boston on the other side, of the international correspondence between the United States and Belgium, which shall be subject to the following postage charges, viz:

Postage on each letter or packet not exceeding half an ounce in weight, fifteen cents; above half an ounce and not over one ounce, thirty cents; over one ounce and not exceeding two ounces, sixty cents; and so on, thirty cents being added for each additional ounce or fraction of an ounce. Payment in advance shall be optional in either country. It shall not, however, be permitted to pay less than the whole rate, and no account shall be taken of the prepayment of any fraction of that rate.

The newspapers, as well as the articles of printed matter enumerated in Article XIII. of the present convention, may be in like manner sent by the said direct lines, on condition of prepayment to destination.

The price of prepayment of newspapers, gazettes, and periodical works shall be levied at the rate of fifteen centimes in Belgium, and of three cents in the United States, for each package the weight of which shall not exceed ninety grammes (three ounces). Packages weighing more than ninety

grammes shall pay an additional rate for each ninety grammes or fraction of ninety grammes.

The price of prepayment of stitched books, of bound books, pamphlets, papers of music, catalogues, prospectuses, advertisements, and notices of various kinds, printed, engraved, lithographed, or autographed, shall be levied at a rate of fifteen centimes in Belgium, and of three cents in the United States, per thirty grammes, (one ounce,) or fraction of thirty grammes.

The proceeds of the above-mentioned postages shall be divided in the proportion of two-thirds, or two cents, to the profit of the country which shall furnish the packets, and one-third, or one cent, to the profit of the other country.

ARTICLE XXIV. The postage for which the United States and Belgian Post Offices shall reciprocally account to each other upon letters which shall be exchanged by the said direct lines of steamers shall be established, letter by letter, according to the scale of progression established by the preceding article, as follows, viz:

The Belgian Office shall pay to the United States for each unpaid letter weighing half an ounce or less, originating in the United States and destined for Belgium, as well as for each letter of like weight prepaid in Belgium and destined for the United States, the sum of five cents (being the United States inland postage) when the Atlantic sea conveyance is performed by a Belgian mail steamer; and twelve cents (representing the maritime postage and the territorial postage of the United States) when said sea conveyance is performed by a United States mail steamer. On the other hand, the United States shall pay to the Belgian Office for each unpaid letter weighing half an ounce or less, originating in Belgium, and destined for the United States, as well as for each letter of like weight prepaid in the United States and destined for Belgium, the sum of three cents (being the Belgian inland postage) when the Atlantic sea conveyance is performed by a United States mail steamer; and the sum of ten cents (representing the maritime postage and the Belgium territorial postage) when the said sea conveyance is performed by a Belgian mail steamer.

Letter bills and acknowledgments of receipt for mails exchanged by means of direct steamers, shall be according to the forms annexed, marked A and B.

ARTICLE XXV. On all letters originating and posted in other countries beyond the United States and mailed to and deliverable in Belgium, or originating and posted in countries beyond Belgium and mailed to and deliverable in the United States or its Territories, the foreign postage (other than that of Belgium and other than that of the United States) is to be added to the postage stated in Article XXIII. And the two Post Office Departments are mutually to furnish each other with lists stating the foreign countries to which the foreign postage, and the amount thereof must be

absolutely prepaid, or must be left unpaid, either to their destination or to a determined point. And until such lists are duly furnished, neither country is to mail to the other any letter from foreign countries beyond it, or for foreign countries beyond the country to which the mail is sent.

ARTICLE XXVI. The provisions established by Articles XII., XV., XVI., XVII., XVIII., XIX., XX., and XXI., as well as the last paragraph of Article XIV., so far as they are applicable, shall be made to apply to the correspondence which may be exchanged by any direct line of steamers running between the United States and Belgium.

ARTICLE XXVII. The Post Office Departments of Belgium and of the United States shall have full authority to introduce and put in force by common agreement all modifications in the arrangements of the present convention, both in regard to the proportion of postages to be levied on each side, and relative to all other measures of detail and execution, whenever, by mutual consent, the two governments shall have recognized the utility of such modifications.

ARTICLE XXVIII. The present convention shall be put in execution in the two countries one month after the exchange of ratifications, provided that the expenses of transportation over the British territory and across the British channel shall not exceed four cents per single letter, and that this postage shall be the only transit postage to be paid by the contracting parties, under the head of correspondence exchanged in closed mails, by way of England, between Belgium and the United States of America, by the terms of the said convention. This convention shall remain in force until annulled by mutual consent, or by one of the contracting parties after one year's notice given by such party to the other of the intention to annul the same.

Made in duplicate original, and signed at Washington, the twenty-first day of December, in the year of our Lord, one thousand eight hundred and fifty-nine.

J. HOLT [SEAL]
BLONDEEL VAN CUELEBROECK [SEAL]

COMMERCE AND NAVIGATION

Convention, with annexed declaration, signed at Brussels May 20, 1863, supplementing treaty of July 17, 1858
Ratified by Belgium February 20, 1864
Senate advice and consent to ratification February 26, 1864
Ratified by the President of the United States March 5, 1864
Ratifications exchanged at Brussels June 27, 1864
Entered into force June 27, 1864
Proclaimed by the President of the United States November 18, 1864
Supplemented by treaty of July 20, 1863 [1]
Articles II and III terminated July 1, 1875 [2]

13 Stat. 647; Treaty Series 22 [3]

The President of the United States of America, on the one side,

His Majesty the King of the Belgians on the other side, having deemed it advantageous to complete by new stipulations, the Treaty of Commerce and navigation entered into by the United States and Belgium on the seventeenth day of July, Eighteen hundred and fifty eight,[4] have resolved to make a Convention in addition to that arrangement, and have appointed for their Plenipotentiaries, namely:

The President of the United States, Henry Shelton Sanford, a citizen of the United States, their Minister Resident near His Majesty the King of the Belgians,

His Majesty the King of the Belgians, the Sieur Charles Rogier, Grand Officer of the Order of Léopold, decorated with the Iron cross, Grand cross of the Order of the Ernestine Branch of Saxony, of the Polar Star, of S^{t} Maurice and S^{t} Lazarus, of Our lady of the Conception of Villa-Viçosa; of the Legion of honour, of the white Eagle &^{a} a Member of the Chamber of Representatives, His Ministre of foreign affairs, who, after having communicated to each other their full powers found to be in good and proper form, have agreed upon the following articles:

[1] TS 23, *post*, p. 471.
[2] Pursuant to notice of termination given by the United States July 1, 1874.
[3] For a detailed study of this convention, see 8 Miller 939.
[4] TS 20, *ante*, p. 454.

ARTICLE I

From and after the day when the capitalization of the duties levied upon navigation in the Scheldt shall have been secured by a general arrangement.

1st The tonnage dues levied in Belgian ports shall cease;

2nd Fees for pilotage in Belgian ports and in the Scheldt, in so far as it depends on Belgium, shall be reduced twenty per centum for sailing vessels, twenty five per centum for vessels in tow. thirty per centum for steam-vessels;

3d Port dues and other charges levied by the city of Antwerp shall be throughout reduced.

ARTICLE II [5]

In derogation to the ninth article of the Treaty of the seventeenth of July Eighteen hundred and fifty eight, the flag of the United States shall be assimilated to that of Belgium for the transportation of salt.

ARTICLE III [5]

The tariff of import duties resulting from the Treaty of the first of May Eighteen hundred and sixty one between Belgium and France, is extended to goods imported from the United States on the same conditions with which it was extended to Great Britain by the Treaty of the twenty third of July Eighteen hundred and sixty two.

The reduction made by the Treaties entered into by Belgium with Switzerland, on the eleventh of December Eighteen hundred and sixty two, with Italy on the ninth of April Eighteen hundred and sixty three, with the Netherlands on the twelfth of May Eighteen hundred and sixty three, and also with France on the twelfth of May Eighteen hundred and sixty three shall be equally applied to goods imported from the United States.

It is agreed that Belgium shall also extend to the United States the reductions of import duties which may result from her subsequent Treaties with other powers.

ARTICLE IV

The United States in view of the proposition made by Belgium to regulate, by a common accord, the capitalisation of the Scheldt dues, consents to contribute to this capitalisation under the following conditions,

A. The capital sum shall not exceed thirty six millions of francs.

B. Belgium shall assume for its part one third of that amount.

C. The remainder shall be apportioned among the other States pro rata to their navigation in the Scheldt.

D. The proportion of the United States to be determined in accordance with this rule shall not exceed the sum of two millions seven hundred and seventy nine thausand two hundred francs.

---

[5] Terminated July 1, 1875 (see footnote 2, p. 468).

E. The payment of the said proportion shall be made in ten annual installments of equal amount which shall include the capital and the interest on the portion remaining unpaid at the rate of four per centum.

The first installment shall be payable at Brussels on the first day of April eighteen hundred and sixty four, or immediately after the Congress of the United States shall have made the requisite appropriation. In either event the interest shall commence to run on the date of the first of April eighteen hundred and sixty four above mentioned.

The Government of the United States reserves the right of anticipating the payment of the proportion of the United States.

The above mentioned conditions for the capitalisation of the Scheldt dues shall be inserted in a general Treaty to be adopted by a Conference of the maritime States interested, and in which the United States shall be represented.

ARTICLE V

The articles I and IV of the present additional Convention shall be perpetual, and the remaining articles shall together with the Treaty of Commerce and navigation made between the High Contracting parties on the seventeenth of July eighteen hundred and fifty eight, have the same force and duration as the treaties mentioned in article III.

The ratifications thereof shall be exchanged with the least possible delay.

In faith whereof the respective Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

Made in duplicate and signed at Brussels, the twentieth day of may eighteen hundred and sixty three.

H. S. SANFORD [SEAL]
CH. ROGIER [SEAL]

DECLARATION ANNEXED TO THE ADDITIONAL CONVENTION SIGNED THIS DAY BETWEEN THE UNITED STATES AND BELGIUM

The Plenipotentiary of the United States having required that the attributions of the Consuls of the United States in Belgium should become the object of farther stipulations, and it having been impracticable to complete in season the examination of the said stipulations, it is agreed that the Belgian Government will continue that examination with the sincere intent to come to an agreement as early as may be possible.

Done at Brussels, in duplicate the twentieth of May eighteen hundred and sixty three.

H. S. SANFORD
CH. ROGIER

EXTINGUISHING THE SCHELDT DUES

Treaty signed at Brussels July 20, 1863, supplementing convention of May 20, 1863; annexes
Ratified by Belgium July 25, 1863
Senate advice and consent to ratification February 26, 1864
Ratified by the President of the United States March 5, 1864
Ratifications exchanged at Brussels June 27, 1864
Entered into force June 27, 1864
Proclaimed by the President of the United States November 18, 1864

13 Stat. 655; Treaty Series 23

The United States of America and His Majesty the King of the Belgians equally desirous of liberating forever the navigation of the Scheldt from the dues which encumber it, to assure the reformation of the maritime taxes levied in Belgium and to facilitate thereby the development of trade and navigation, have resolved to conclude a Treaty to complete the convention signed on the twentieth of May Eighteen hundred and sixty-three [1] between the United States and Belgium, and have appointed as their plenipotentiaries, namely:

The President of the United States of America, Henry Shelton Sanford, a citizen of the United States, their Minister Resident to His Majesty the King of the Belgians, and

His Majesty the King of the Belgians, M. Charles Rogier, Grand Officer of the Order of Leopold, decorated with the Iron cross &c., &c., &c., His Minister of Foreign Affairs,

who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following articles.

ARTICLE 1

The High Contracting Parties take note of and record;

1st. The Treaty concluded on the twelfth of May, Eighteen hundred sixty three, between Belgium and the Netherlands which will remain annexed to the present Treaty, and by which His Majesty the King of the Netherlands renounces forever the dues established upon navigation in the Scheldt and its mouths, by the third paragraph of the 9th article of the Treaty of the

[1] TS 22, *ante*, p. 468.

19th April Eighteen hundred and thirty nine, and His Majesty the King of the Belgians engages to pay the capital sum of the redemption of those dues, which amount to 17.141.640 florins;

2d. The declaration made in the name of His Majesty the King of the Netherlands on the fifteenth of July Eighteen hundred and sixty three to the Plenipotentiaries of the High Contracting Parties, that the extinguishment of the Scheldt Dues consented to by His said Majesty, applies to all flags, that these dues can never be reestablished under any form whatsoever, and that the suppression shall not affect in any manner, the other provisions of the Treaty of the nineteenth of April Eighteen hundred and thirty nine, declaration which shall be considered inserted in the present Treaty to which it shall remain also annexed.

ARTICLE 2

His Majesty the King of the Belgians makes for what concerns Him the same declaration as that which is mentioned in the second paragraph of the preceding article.

ARTICLE 3

It is well understood that the tonnage dues suppressed in Belgium in conformity with the Convention of the twentieth of May Eighteen hundred and sixty three, cannot be reestablished, and that the pilotage dues, and local taxes reduced under the same convention, cannot be again increased.

The tariff of pilotage dues and of local taxes at Antwerp shall be the same for the United States as those which are set down in the protocols of the Conference at Brussels.

ARTICLE 4

In regard to the proportion of the United States in the capital sum of the extinguishment of the Scheldt Dues, and the manner, place and time of the payment thereof, reference is made by the High Contracting parties to the Convention of the twentieth of May Eighteen hundred and sixty three.

ARTICLE 5

The execution of the reciprocal Engagements contained in the present Treaty is made subordinate, in so far as is necessary, to the formalities and rules established by the constitutional laws of the High Contracting Parties.

ARTICLE 6

It is well understood, that the provisions of article 3, will only be obligatory with respect to the State which has taken part in or those which shall adhere to the Treaty of this day, the King of the Belgians reserving to himself expressly the right to establish the manner of treatment as to fiscal and customs regulations of vessels belonging to States which shall not be parties to this Treaty.

ARTICLE 7

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Brussels, with the least possible delay.

In faith whereof, the Respective Plenipotentiaries have signed the same in duplicate and affixed thereto their seals.

Done at Brussels, the twentieth day of July Eighteen hundred and sixty-three.

H. S. SANFORD [SEAL]
CH. ROGIER [SEAL]

ANNEXES

TREATY OF MAY 12, 1863, BETWEEN BELGIUM AND THE NETHERLANDS, ANNEXED TO THE TREATY OF JULY 20, 1863

[TRANSLATION]

His Majesty the King of the Belgians and his Majesty the King of the Netherlands, having come to an agreement upon the conditions of the redemption, by capitalization, of the dues established upon the navigation of the Scheldt, and of its mouths, by paragraph 3 of the 9th article of the treaty of the 19th April, 1839, have resolved to conclude a special treaty on this subject, and have appointed for their plenipotentiaries, namely:

His Majesty the King of the Belgians, M. Aldephonse Alexander Felix, Baron du Jardin, commander of the Order of Leopold, decorated with the iron cross, commander of the Lion of the Netherlands, chevalier grand cross of the Oaken Crown, grand cross and commander of several other orders, his envoy extraordinary and minister plenipotentiary near to his Majesty the King of the Netherlands:

His Majesty the King of the Netherlands, Messrs. Paul Vander Maesen de Sombreff, chevalier grand cross of the Order of the Nichan Iftihar of Tunis, his minister of foreign affairs, M. Iran Rudolph Thorbecke, chevalier grand cross of the Order of the Lion of the Netherlands, grand cross of the Order of Leopold of Belgium, and of many other orders, his minister of interior, and M. Gerard Henri Betz, his minister of finance;

Who, after having exchanged their full powers, found in good and due form, have concluded upon the following articles:

ARTICLE I

His Majesty the King of the Netherlands renounces forever, for the sum of 17,140,640 florins of Holland, the dues levied upon the navigation of the Scheldt, and of its mouths, by virtue of paragraph 3 of article 9 of the treaty of 19th April, 1839.

ARTICLE II

This sum shall be paid to the government of the Netherlands by the Belgian government, at Antwerp, or at Amsterdam, at the choice of the latter, the franc calculated at 47¼ cents of the Netherlands, as follows:

One-third immediately after the exchange of ratifications, and the two other thirds in three equal instalments, payable on the 1st May, 1864, 1st May, 1865, and 1st May, 1866. The Belgian government may anticipate the above-named payments.

ARTICLE III

From and after the payment of the first installment of one-third, the dues shall cease to be levied by the government of the Netherlands.

The sums not immediately paid shall bear interest at the rate of 4 per cent. per annum in favor of the treasury of the Netherlands.

ARTICLE IV

It is understood that the capitalization of the dues shall not in any way affect the engagements by which the two states are bound in what concerns the Scheldt by treaties in force.

ARTICLE V

The pilotage dues now levied on the Scheldt are reduced—

20 per cent. for sailing vessels,
25 per cent. for towed vessels, and
30 per cent. for steam vessels.

It is, moreover, agreed that the pilotage dues on the Scheldt can never be higher than the pilotage dues levied at the mouths of the Meuse.

ARTICLE VI

The present treaty shall be ratified, and the ratifications shall be exchanged at the Hague, within four months, or earlier if possible.

In faith whereof, the plenipotentiaries above named have signed the same and affixed their seals.

Done at the Hague the 12th May, 1863.

BARON DU JARDIN [SEAL]
P. VANDER MAESEN DE SOMBREFF [SEAL]
THORBECKE [SEAL]
BETZ [SEAL]

PROTOCOL OF JULY 15, 1863, ANNEXED TO THE TREATY OF JULY 20, 1863

[TRANSLATION]

The plenipotentiaries undersigned, having come together in conference to determine the general treaty relative to the redemption of the Scheldt dues, and having judged it useful, before drawing up this arrangement in due form, to be enlightened with respect to the treaty concluded the 12th of May, 1863, between Belgium and Holland, have resolved, to this end, to invite the minister of the Netherlands to take a place in the conference.

The plenipotentiary of the Netherlands presented himself in response to this invitation, and made the following declaration:

"The undersigned, envoy extraordinary and minister plenipotentiary of his Majesty the King of the Netherlands, declares, in virtue of the special powers which have been delivered to him, that the extinguishment of the Scheldt dues, consented to by his august sovereign in the treaty of the 12th May, applies to all flags; that these dues can never be re-established in any form whatsoever; and that this extinguishment shall not affect in any way the other provisions of the treaty of the 19th July, 1839.

"BARON GERICKE D'HERWYNEN

"BRUSSELS, *July 15,* 1863."

Note has been taken and record made of this declaration, which shall be inserted in or annexed to the general treaty.

Done at Brussels, the 15th July, 1863.

BARON GERICKE D'HERWYNEN	[SEAL]
BARON DE HUGEL	[SEAL]
T. C. DO AMARAL	[SEAL]
M. CARVALLO	[SEAL]
P. BILLE BRAHE	[SEAL]
D. COELLO DE PORTUGAL	[SEAL]
H. S. SANFORD	[SEAL]
MALARET	[SEAL]
HOWARD DE WALDEN ET SEAFORD	[SEAL]
VON HODENBERG	[SEAL]
CTE. DE MONTALTO	[SEAL]
MAN. YRIGOYEN	[SEAL]
V'TE DE SEISAL	[SEAL]
SAVIGNY	[SEAL]
ORLOFF	[SEAL]
ADALBERT MANSBACH	[SEAL]
C. MUSURUS	[SEAL]
GEFFEKEN	[SEAL]
CH. ROGIER	[SEAL]
BN. LAMBERMONT	[SEAL]

219-919 70 32

NATURALIZATION

Covention signed at Brussels November 16, 1868
Senate advice and consent to ratification April 12, 1869
Ratified by the President of the United States April 18, 1869
Ratified by Belgium May 30, 1869
Ratifications exchanged at Brussels July 10, 1869
Entered into force July 10, 1869
Proclaimed by the President of the United States July 30, 1869

16 Stat. 747; Treaty Series 24

The President of the United States of America and his Majesty the King of the Belgians, led by the wish to regulate the citizenship of those persons who emigrate from the United States of America to Belgium, and from Belgium to the United States of America, have resolved to make a convention on this subject, and have appointed for their plenipotentiaries, namely: The President of the United States of America, Henry Shelton Sanford, a citizen of the United States, their minister resident near his Majesty the King of the Belgians; and his Majesty the King of the Belgians, the Sieur Jules Vander Stichelen, grand cross of the Order of the Dutch Lion, &c., &c., &c., his minister of foreign affairs; who, after having communicated to each other their full powers, found to be in good and proper form, have agreed upon the following articles:

ARTICLE I

Citizens of the United States who may or shall have been naturalized in Belgium will be considered by the United States as citizens of Belgium. Reciprocally, Belgians who may or who shall have been naturalized in the United States will be considered by Belgium as citizens of the United States.

ARTICLE II

Citizens of either contracting party, in case of their return to their original country, can be prosecuted there for crimes or misdemeanors committed before naturalization, saving to them such limitations as are established by the laws of their original country.

ARTICLE III

Naturalized citizens of either contracting party who shall have resided

five years in the country which has naturalized them, cannot be held to the obligation of military service in their original country, or to incidental obligation resulting therefrom, in the event of their return to it, except in cases of desertion from organized and embodied military or naval service, or those that may be assimilated thereto by the laws of that country.

ARTICLE IV

Citizens of the United States naturalized in Belgium shall be considered by Belgium as citizens of the United States when they shall have recovered their character as citizens of the United States according to the laws of the United States. Reciprocally, Belgians naturalized in the United States shall be considered as Belgians by the United States when they shall have recovered their character as Belgians according to the laws of Belgium.

ARTICLE V

The present convention shall enter into execution immediately after the exchange of ratifications, and shall remain in force for ten years. If, at the expiration of that period, neither of the contracting parties shall have given notice six months in advance of its intention to terminate the same, it shall continue in force until the end of twelve months after one of the contracting parties shall have given notice to the other of such intention.

ARTICLE VI

The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate, and by his Majesty the King of the Belgians, with the consent of Parliament, and the ratifications shall be exchanged at Brussels within twelve months from the date hereof, or sooner if possible.

In witness whereof, the respective plenipotentiaries have signed the same, and affixed thereto their seals.

Made in duplicate at Brussels, the sixteenth of November, one thousand eight hundred and sixty-eight.

H. S. SANFORD [SEAL]
JULES VANDER STICHELEN [SEAL]

RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

Convention signed at Brussels December 5, 1868
Senate advice and consent to ratification April 12, 1869
Ratified by the President of the United States April 18, 1869
Ratified by Belgium June 17, 1869
Ratifications exchanged at Brussels July 8, 1869 [1]
Entered into force July 8, 1869
Proclaimed by the President of the United States March 7, 1870
Terminated January 1, 1880 [2]

16 Stat. 757; Treaty Series 25

The President of the United States of America and His Majesty the King of the Belgians, recognizing the utility of defining the rights, privileges and immunities of Consular Officers in the two Countries, deem it expedient to conclude a consular convention for that purpose.

Accordingly they have named: The President of the United States of America, Henry Shelton Sanford, a citizen of the United States, their Minister Resident near His Majesty the King of the Belgians, and His Majesty the King of the Belgians, the Sieur Jules Vander Stichelen, Grand Cross of the Order of the Dutch Lion, etc., etc. etc., His Minister of Foreign Affairs; who, after having communicated to each other their full powers, found to be in good and proper form, have agreed upon the following articles:

ARTICLE 1

Each of the high contracting parties agrees to receive from the other, Consuls-general, Consuls, Vice-Consuls, and Consular agents, in all its ports, cities and places, except those where it may not be convenient to recognize such officers. This reservation, however, shall not apply to one of the high contracting parties without also applying to every other power.

ARTICLE 2

Consular officers, on the presentation of their commissions in the forms established in their respective countries, shall be furnished with the neces-

[1] In an additional protocol signed at Brussels June 1, 1869, the two parties agreed to a delay in the exchange of ratifications. On Mar. 2, 1870, the United States Senate gave its advice and consent to this delay.

[2] Pursuant to notice of termination given by Belgium Jan. 1, 1879.

sary exequatur free of charge, and on the exhibition of this instrument, they shall be permitted to enjoy the rights, prerogatives, and immunities granted by this Convention.

ARTICLE 3

Consular officers, citizens of the State by which they are appointed shall be exempt from arrest, except in the case of offences which the local legislation qualifies as crimes, and punishes it as such; from military billetings, from service in the militia or in the national guard, or in the regular army, and from all taxation, federal, State, or municipal. If, however, they are citizens of the State where they reside, or own property, or engage in business there, they shall be liable to the same charges of all kinds as other citizens of the country, who are merchants or owners of property.

ARTICLE 4

No consular officer who is a citizen of the State by which he was appointed, and who is not engaged in business, shall be compelled to appear as a witness before the courts of the country where he may reside. When the testimony of such a consular officer is needed, he shall be invited in writing to appear in court, and if unable to do so, his testimony shall be requested in writing, or be taken orally, at his dwelling or office.

It shall be the duty of said consular officer to comply with this request, without any delay which can be avoided.

In all criminal cases, contemplated by the sixth article of the amendments to the Constitution of the United States, whereby the right is secured to persons charged with crimes to obtain witnesses in their favor, the appearance in court of said consular officer shall be demanded, with all possible regard to the consular dignity and to the duties of his office. A similar treatment shall also be extended to United States consuls in Belgium, in the like cases.

ARTICLE 5

Consuls-general, Consuls, Vice-Consuls, and Consular Agents may place over the outer door of their offices, or their dwelling-houses, the arms of their nation, with this inscription, "Consulate, or Vice-Consulate, or consular Agency" of the United States, or of Belgium, etc., etc. And they may also raise the flag of their country on their offices or dwelling-houses, except in the capital of the country, when there is a legation there.

ARTICLE 6

The consular offices and dwellings shall be at all times inviolable. The local authorities shall not, under any pretext, invade them. In no case shall they examine or seize the papers there deposited. In no case shall those offices or dwellings be used as places of asylum. When, however, a consular officer

is engaged in other business the papers relating to the Consulate shall be kept separate.

ARTICLE 7

In the event of the death, incapacity, or absence of Consuls-general, Consuls, Vice-Consuls, and Consular Agents, their chancellors or secretaries, whose official character may have previously been made known to the Department of State at Washington, or to the Minister for Foreign Affairs in Belgium, may temporarily exercise their functions, and while thus acting they shall enjoy all the rights, prerogatives and immunities granted to the incumbents.

ARTICLE 8

Consuls-general and Consuls may, with the approbation of their respective Governments, appoint Vice-Consuls, and Consular Agents in the cities, ports, and places within their consular jurisdiction. These officers may be citizens of the United States, of Belgium, or other foreigners. They shall be furnished with a commission by the Consul who appoints them and under whose orders they are to act. They shall enjoy the privileges stipulated for consular officers in this convention, subject to the exceptions specified in articles 3 and 4.

ARTICLE 9

Consuls-general, Consuls, Vice-Consuls, and Consular Agents, may complain to the authorities of the respective countries, whether federal or local, judicial or local, judicial or executive, within their consular district, of any infraction of the treaties and Conventions between the United States and Belgium or for the purpose of protecting the rights and interests of their countrymen. If the complaint should not be satisfactorily redressed, the consular officers aforesaid, in the absence of a Diplomatic agent of their country, may apply directly to the Government of the country where they reside.

ARTICLE 10

Consuls-general, Consuls, Vice-Consuls, and Consular Agents may take at their offices, at the residence of the parties, at their private residence, or on board ship, the depositions of the captains and crews of vessels of their own country, of passengers on board of them, and of any other citizen of their nation. They may also receive at their offices, conformably to the laws and regulations of their country, all contracts between the citizens of their country and the citizens or other inhabitants of the country where they reside, and even all contracts between the latter, provided they relate to property situated or to business to be transacted in the territory of the nation to which said consular officer may belong. Copies of such papers and official documents of every kind, whether in the original, copies or translation duly authenticated and legalized by the Consuls-general, Consuls, Vice-Consuls, and consular Agents, and sealed with their official seal, shall be received as

legal documents in courts of justice throughout the United States and Belgium.

ARTICLE 11

Consuls-general, Consuls, Vice-Consuls, and Consular Agents shall have exclusive charge of the internal order of the merchant vessels of their nation, and shall alone take cognizance of differences which may arise, either at sea or in port, between the captains, officers, and crews, without exception, particularly in reference to the adjustment of wages and the execution of contracts. Neither the federal, State, or municipal authorities or courts in the United States, nor any court or authority in Belgium shall, on any pretext, interfere in these differences.

ARTICLE 12

The respective Consuls-general, Consuls, Vice-Consuls, and consular Agents may arrest the officers, sailors, and all other persons making part of the crew of ships of war or merchant vessels of their nation who may be guilty, or be accused, of having deserted said ships and vessels, for the purpose of sending them on board or back to their country. To that end, the Consuls of the United States in Belgium may apply to any of the competent authorities; and the Consuls of Belgium in the United States may apply in writing to either the federal, State, or municipal courts or authorities, and make a request in writing for the deserters, supporting it by the exhibition of the register of the vessel and list of the crew, or by other official documents, to show that the persons claimed belong to the said crew.

Upon such request alone, thus supported, and without the exaction of any oath from the consular officers, the deserters, not being citizens of the country where the demand is made at the time of their shipping, shall be given up. All the necessary aid and protection shall be furnished for the search, pursuit, seizure, and arrest of the deserters, who shall even be put and kept in the prisons of the country, at the request and expense of the consular officers, until there may be an opportunity for sending them away. If, however, such an opportunity should not present itself within the space of three months, counting from the day of the arrest, the deserter shall be set at liberty, nor shall he be again arrested for the same cause.

ARTICLE 13

In the absence of an agreement to the contrary between the owners, freighters, and insurers, all damages suffered at sea by the vessels of the two countries, whether they enter port voluntarily or are forced by stress of weather, shall be settled by the Consuls-general, Consuls, Vice-Consuls, and Consular Agents of the respective countries where they reside. If, however, any inhabitant of the country, or citizen or subject of a third power, shall be interested in the matter, and the parties cannot agree, the competent local authorities shall decide.

ARTICLE 14

All proceedings relative to the salvage of American vessels wrecked upon the coasts of Belgium, and of Belgian vessels wrecked upon the coasts of the United States, shall be directed by Consuls-general, Consuls, and Vice-Consuls of the two countries respectively, and until their arrival, by the respective Consular Agents, wherever an agency exists. In the places and ports where an agency does not exist, the local authorities, until the arrival of the Consul in whose district the wreck may have occurred, and who shall immediately be informed of the occurrence, shall take all necessary measures for the protection of persons and the preservation of property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors if they do not belong to the crews that have been wrecked, and to carry into effect the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any custom-house charges, unless it be intended for consumption in the country where the wreck may have taken place.

ARTICLE 15

In case of the death of any citizen of the United States in Belgium, or of a citizen of Belgium in the United States, without having any known heirs or testamentary executor by him appointed, the competent local authorities shall inform the Consuls or Consular Agents of the nation to which the deceased belongs of the circumstance in order that the necessary information may be immediately forwarded to parties interested.

ARTICLE 16

The present convention shall remain in force for the space of ten years, counting from the day of the exchange of the ratifications, which shall be made in conformity with the respective Constitutions of the two countries, and exchanged at Brussels within the period of six months, or sooner if possible.[3] In case neither party gives notice, twelve months after the expiration of the said period of ten years, of its intention not to renew this convention, it shall remain in force one year longer, and so on from year to year, until the expiration of a year from the day on which one of the parties shall have given such notice.

In faith whereof, the respective Plenipotentiaries have signed this Convention, and have hereunto affixed their seals.

Done at Brussels, in duplicate, the fifth day of December, eighteen hundred and sixty-eight.

H. S. SANFORD [SEAL]
JULES VANDER STICHELEN [SEAL]

[3] See footnote 1, p. 478.

TRADEMARKS

Additional article signed at Brussels December 20, 1868, supplementing treaty of July 17, 1858
Senate advice and consent to ratification April 12, 1869
Ratified by the President of the United States April 18, 1869
Ratified by Belgium May 10, 1869
Ratifications exchanged at Brussels June 19, 1869
Entered into force June 19, 1869
Proclaimed by the President of the United States July 30, 1869
Terminated July 1, 1875 [1]

16 Stat. 765; Treaty Series 26

The President of the United States of America and his Majesty the King of the Belgians, deeming it advisable that there should be an additional article to the treaty of commerce and navigation between them of the 17th July, 1858,[2] have for this purpose named as their plenipotentiaries, namely: the President of the United States, Henry Shelton Sanford, a citizen of the United States, their minister resident near his Majesty the King of the Belgians; and his Majesty the King of the Belgians, the Sieur Jules Vander Stichelen, grand cross of the Order of the Dutch Lion, &c., &c., &c., his minister of foreign affairs; who, after having communicated to each other their full powers, have agreed to and signed the following:

Additional Article

The high contracting parties, desiring to secure complete and efficient protection to the manufacturing industry of their respective citizens, agree that any counterfeiting in one of the two countries of the trade marks affixed in the other on merchandise, to show its origin and quality, shall be strictly prohibited, and shall give ground for an action of damages in favor of the injured party, to be prosecuted in the courts of the country in which the counterfeit shall be proven.

The trade marks in which the citizens of one of the two countries may wish to secure the right of property in the other, must be lodged, to wit: the marks of citizens of the United States, at Brussels, in the office of the clerk

[1] Pursuant to notice of termination given by the United States July 1, 1874.
[2] TS 20, *ante*, p. 454.

of the tribunal of commerce; and the marks of Belgian citizens, at the Patent Office in Washington.

It is understood that if a trade mark has become public property in the country of its origin, it shall be equally free to all in the other country.

This additional article shall have the same duration as the before-mentioned treaty of the 17th July, 1858, to which it is an addition. The ratifications thereof shall be exchanged in the delay of six months, or sooner, if possible.

In faith whereof, the respective plenipotentiaries have signed the same, and affixed thereto their seals.

Done at Brussels in duplicate, the twentieth of December, eighteen hundren and sixty-eight.

H. S. Sanford [SEAL]
Jules Vander Stichelen [SEAL]

EXTRADITION

Convention signed at Washington March 19, 1874
Senate advice and consent to ratification March 27, 1874
Ratified by the President of the United States March 31, 1874
Ratified by Belgium April 16, 1874
Ratifications exchanged at Brussels April 30, 1874
Proclaimed by the President of the United States May 1, 1874
Entered into force May 20, 1874
Superseded December 18, 1882, by convention of June 13, 1882 [1]

18 Stat. 804; Treaty Series 27

The United States of America and His Majesty the King of the Belgians having judged it expedient with a view to the better administration of justice, and to the prevention of crimes within their respective territories and jurisdiction that persons convicted of or charged with the crimes hereinafter specified, and being fugitives from justice should, under certain circumstances, be reciprocally delivered up, have resolved to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries; the President of the United States of America, Hamilton Fish, Secretary of State of the United States, and His Majesty the King of the Belgians, Maurice Delfosse, His Majesty's Envoy Extraordinary and Minister Plenipotentiary in the United States; who after reciprocal communication of their full powers, found in good and due form, have agreed upon the following Articles, to wit:

Article I

The Government of the United States and the Government of Belgium mutually agree to deliver up persons, who having been convicted of or charged with any of the crimes specified in the following article, committed within the jurisdiction of one of the contracting parties, shall seek an asylum, or be found within the territories of the other: Provided that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial, if the crime had been there committed.

[1] TS 30, *post*, p. 501.

Article II

Persons shall be delivered up who shall have been convicted of or be charged, according to the provisions of this Convention, with any of the following crimes:

1. Murder, comprehending the crimes designated in the Belgian penal code by the terms of parricide, assassination, poisoning and infanticide.
2. The attempt to commit murder.
3. The crimes of rape, arson, piracy and mutiny on board a ship, whenever the crew or part thereof, by fraud or violence against the commander, have taken possession of the vessel.
4. The crime of burglary, defined to be the act of breaking and entering by night into the house of another with the intent to commit felony; and the crime of robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or putting him in fear, and the corresponding crimes punished by the Belgian laws under the description of thefts committed in an inhabited house by night, and by breaking in by climbing or forcibly; and thefts committed with violence or by means of threats.
5. The crime of forgery, by which is understood the utterance of forged papers, and also the counterfeiting of public, sovereign or government acts.
6. The fabrication or circulation of counterfeit money, either coin or paper, or of counterfeit public bonds, bank notes, obligations, or, in general, anything being a title or instrument of credit; the counterfeiting of seals, dies, stamps and marks of state and public administrations, and the utterance thereof.
7. The embezzlement of public moneys committed within the jurisdiction of either party by public officers or depositaries.
8. Embezzlement by any person or persons, hired or salaried, to the detriment of their employers, when the crime is subject to punishment by the laws of the place where it was committed.

Article III

The provisions of this Treaty shall not apply to any crime or offence of a political character, nor to any crime or offence committed prior to the date of this treaty, except the crimes of murder and arson, and the person or persons delivered up for the crimes enumerated in the preceding article shall in no case be tried for any crime committed previously to that for which his or their surrender is asked.

Article IV

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this Convention.

ARTICLE V

If the person whose surrender may be claimed pursuant to the stipulations of the present treaty shall have been arrested for the commission of offences in the country where he has sought an asylum, or shall have been convicted thereof, his extradition may be deferred until he shall have been acquitted, or have served the term of imprisonment to which he may have been sentenced.

ARTICLE VI

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or, in the event of the absence of these from the country or its seat of government, they may be made by superior Consular officers.

If the person whose extradition may be asked for shall have been convicted of a crime, a copy of the sentence of the court in which he may have been convicted, authenticated under its seal, and an attestation of the official character of the judge by the proper executive authority, and of the latter by the Minister or Consul of the United States or of Belgium, respectively, shall accompany the requisition. When, however, the fugitive shall have been merely charged with crime, a duly authenticated copy of the warrant for his arrest in the country where the crime may have been committed, and of the depositions upon which such warrant may have been issued, must accompany the requisition as aforesaid. The President of the United States, or the proper executive authority in Belgium, may then issue a warrant for the apprehension of the fugitive, in order that he may be brought before the proper judicial authority for examination. If it should then be decided that according to the law and the evidence, the extradition is due pursuant to the Treaty, the fugitive may be given up according to the forms prescribed in such cases.

ARTICLE VII

The expenses of the arrest, detention and transportation of the persons claimed shall be paid by the government in whose name the requisition has been made.

ARTICLE VIII

This Convention shall take effect twenty days after the day of the date of the exchange of ratifications, and shall continue in force during five years from the day of such exchange; but if neither party shall have given to the other six months' previous notice of its intention to terminate the same, the Convention shall remain in force five years longer, and so on.

The present Convention shall be ratified, and the ratifications exchanged at Brussels so soon thereafter as possible.

In witness whereof the respective Plenipotentiaries have signed the present Convention in duplicate, and have thereunto affixed their seals.

Done at the city of Washington, the 19th day of March, anno Domini one thousand eight hundred and seventy-four.

HAMILTON FISH [SEAL]
MAURICE DELFOSSE [SEAL]

COMMERCE AND NAVIGATION

Treaty signed at Washington March 8, 1875
Senate advice and consent to ratification March 10, 1875
Ratified by the President of the United States March 16, 1875
Ratified by Belgium June 10, 1875
Ratifications exchanged at Brussels June 11, 1875
Entered into force June 11, 1875
Proclaimed by the President of the United States June 29, 1875
Superseded by agreement of February 27, 1935,[1] *with respect to any provisions that might be inconsistent with the later agreement*
Terminated October 3, 1963, by treaty of February 21, 1961 [2]

19 Stat. 628; Treaty Series 28

The United States of America on the one part, and his Majesty the King of the Belgians on the other part, wishing to regulate in a formal manner their reciprocal relations of commerce and navigation, and further to strengthen, through the development of their interests, respectively, the bonds of friendship and good understanding so happily established between the governments and people of the two countries; and desiring with this view to conclude, by common agreement, a treaty establishing conditions equally advantageous to the commerce and navigation of both States, have to that effect appointed as their plenipotentiaries, namely: The President of the United States, Hamilton Fish, Secretary of State of the United States, and his Majesty the King of Belgians, Maurice Delfosse, Commander of the Order of Leopold, &c., &c., his Envoy Extraordinary and Minister Plenipotentiary in the United States; who, after having communicated to each other their full powers, ascertained to be in good and proper form, have agreed to and concluded the following articles:

Article I

There shall be full and entire freedom of commerce and navigation between the inhabitants of the two countries, and the same security and protection which is enjoyed by the citizens or subjects of each country shall be guaranteed on both sides. The said inhabitants, whether established or

[1] EAS 75, *post*, p. 710.
[2] 14 UST 1284; TIAS 5432.

temporarily residing within any ports, cities, or places whatever of the two countries, shall not, on account of their commerce or industry, pay any other or higher duties, taxes, or imposts than those which shall be levied on citizens or subjects of the country in which they may be; and the privileges, immunities, and other favors, with regard to commerce or industry, enjoyed by the citizens or subjects of one of the two States, shall be common to those of the other.

ARTICLE II

Belgian vessels, whether coming from a Belgian or a foreign port, shall not pay, either on entering or leaving the ports of the United States, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally other charges whatsoever, than are required from vessels of the United States in similar cases. This provision extends, not only to duties levied for the benefit of the State, but also to those levied for the benefit of provinces, cities, countries [counties], districts, townships, corporations, or any other division or jurisdiction, whatever may be its designation.

ARTICLE III

Reciprocally, vessels of the United States, whether coming from a port of said States or from a foreign port, shall not pay, either on entering or leaving the ports of Belgium, whatever may be their destination, any other or higher duties of tonnage, pilotage, anchorage, buoys, light-houses, clearance, brokerage, or generally other charges whatever, than are required from Belgian vessels in similar cases. This provision extends not only to duties levied for the benefit of the State, but also to those levied for the benefit of provinces, cities, countries [counties], districts, townships, corporations, or any other division or jurisdiction, whatever may be its designation.

ARTICLE IV

As regards the coasting trade between the ports of either country, the vessels of the two nations shall be treated on both sides on the same footing with the vessels of the most favored nations.

ARTICLE V

Objects of any kind soever introduced into the ports of either of the two States under the flag of the other, whatever may be their origin and from what country soever the importation thereof may have been made, shall not pay other or higher entrance duties, nor shall be subjected to other charges or restrictions than they would pay, or be subjected to, were they imported under the national flag.

ARTICLE VI

Articles of every description exported by Belgian vessels, or by those of the United States of America, from the ports of either country to any country whatsoever, shall be subjected to no other duties or formalities than such as are required for exportation under the flag of the country where the shipment is made.

ARTICLE VII

All premiums, drawbacks, or other favors of like nature, which may be allowed in the States of either of the contracting parties upon goods imported or exported in national vessels, shall be likewise and in the same manner, allowed upon goods imported directly from one of the two countries by its vessels into the other, or exported from one of the two countries by the vessels of the other to any destination whatsoever.

ARTICLE VIII

The preceding article is, however, not to apply to the importation of the produce of the national fisheries; each of the two parties reserving to itself the faculty of granting special privileges for the importation of those articles under its own flag.

ARTICLE IX

The high contracting parties agree to consider and to treat as Belgian vessels, and as vessels of the United States, all those which being provided by the competent authority with a passport, sea letter, or any other sufficient document, shall be recognized, conformably with existing laws, as national vessels in the country to which they respectively belong.

ARTICLE X

Belgian vessels and those of the United States may, conformably with the laws of the two countries, retain on board, in the ports of both, such parts of their cargoes as may be destined for a foreign country; and such parts shall not be subjected, either while they remain on board or upon re-exportation, to any charges whatsoever, other than those for the prevention of smuggling.

ARTICLE XI

During the period allowed by the laws of the two countries respectively for the warehousing of goods, no duties, other than those of watch and storage, shall be levied upon articles brought from either country into the other while awaiting transit, re-exportation, or entry for consumption. Such goods shall in no case be subject to higher warehouse charges, or to other formalities, than if they had been imported under the flag of the country.

ARTICLE XII

In all that relates to duties of customs and navigation, the two high contracting parties promise, reciprocally, not to grant any favor, privilege, or immunity to any other State which shall not instantly become common to the citizens and subjects of both parties respectively; gratuitously, if the concession or favor to such other State is gratuitous, and on allowing the same compensation, or its equivalent, if the concession is conditional.

Neither of the contracting parties shall lay upon goods proceeding from the soil or the industry of the other party, which may be imported into its ports, any other or higher duties of importation or re-exportation than are laid upon the importation or re-exportation of similar goods coming from any other foreign country.

In case either of the high contracting parties shall announce to the other its desire to terminate this Article, the operation and the obligation thereof shall cease and determine at the expiration of one year from the delivery of such notice, leaving however the remaining Articles of the Treaty in force until terminated according to the provisions of Article XVI hereinafter.

ARTICLE XIII

In cases of shipwreck, damages at sea, or forced putting in, each party shall afford to the vessels of the other, whether belonging to the State or to individuals, the same assistance and protection and the same immunities which would have been granted to its own vessels in similar cases.

ARTICLE XIV

Articles of all kinds, the transit of which is allowed in the United States, coming from or going to Belgium, shall be exempt from all transit duty in the United States.

Reciprocally, articles of all kinds, the transit of which is allowed in Belgium, coming from or going to the United States, shall be exempt from all transit duty in Belgium. Such transit, whether in the United States or in Belgium, shall be subject, however, to such limitations as to the points between which the transit may be made, and to such regulations for the protection of the revenue and the prevention of withdrawal of the articles for consumption or use within the country through which the transit is made, as are or may be prescribed by or under the authority of the laws of the countries respectively.

ARTICLE XV

The high contracting parties, desiring to secure complete and efficient protection to the manufacturing industry of their respective citizens, agree that any counterfeiting in one of the two countries of the trade marks affixed in the other on merchandise, to show its origin and quality, shall

be strictly prohibited, and shall give ground for an action of damages in favor of the injured party, to be prosecuted in the courts of the country in which the counterfeit shall be proven.

The trade marks in which the citizens of one of the two countries may wish to secure the right of property in the other, must be lodged, to wit: the marks of citizens of the United States, at Brussels, in the office of the clerk of the tribunal of commerce; and the marks of Belgian citizens, at the Patent Office in Washington.

It is understood that if a trade mark has become public property in the country of its origin, it shall be equally free to all in the other country.

Article XVI

The present treaty shall be in force during ten years from the date of the exchange of the ratifications, and until the expiration of twelve months after either of the high contracting parties shall have announced to the other its intention to terminate the operation thereof; each party reserving to itself the right of making such declaration to the other at the end of the ten years above mentioned; and it is agreed that after the expiration of the twelve months of prolongation accorded on both sides, this treaty and all its stipulations shall cease to be in force.

Article XVII

This treaty shall be ratified, and the ratifications shall be exchanged at Brussels within the term of nine months after its date, or sooner if possible.

In faith whereof, the respective plenipotentiaries have signed the present treaty in duplicate, and have affixed thereto their seals at Washington, the eighth day of March eighteen hundred and seventy five.

Hamilton Fish [seal]
Maurice Delfosse [seal]

RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

Convention signed at Washington March 9, 1880
Senate advice and consent to ratification, with an amendment, June 15, 1880 [1]
Ratified by the President of the United States, with an amendment, June 25, 1880 [1]
Ratified by Belgium September 8, 1880
Ratifications exchanged at Washington February 25, 1881 [2]
Entered into force February 25, 1881
Proclaimed by the President of the United States March 1, 1881
Articles XI and XII abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915 [3]

21 Stat. 776; Treaty Series 29

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF THE BELGIANS, DEFINING THE RIGHTS, IMMUNITIES, AND PRIVILEGES OF CONSULAR OFFICERS

The President of the United States of America and His Majesty the King of the Belgians, being mutually desirous of defining the rights, privileges and immunities of consular officers in the two countries, deem it expedient to conclude a consular convention for that purpose, and have accordingly named as their plenipotentiaries:

The President of the United States, William Maxwell Evarts, Secretary of State; and His Majesty the King of the Belgians, Maurice Delfosse, Commander of the Order of Leopold, &c., &c., his Envoy Extraordinary and Minister Plenipotentiary in the United States; who, after having communicated to each other their respective full powers, found to be in good and proper form, have agreed upon the following articles:

[1] The United States amendment called for deletion of the word "alone" following the phrase "upon such request" in the first line of the second paragraph of art. XII (for background, see 1880 For. Rel. 72). The text printed here is the amended text as proclaimed by the President.

[2] The United States Senate on Jan. 5, 1881, gave its advice and consent to an extension of six months for exchange of ratifications.

[3] 38 Stat. 1164.

ARTICLE I

Each of the high contracting parties agrees to receive from the other, consuls-general, consuls, vice-consuls, and consular agents, in all its ports, cities and places, except those where it may not be convenient to recognize such officers. This reservation, however, shall not apply to one of the high contracting parties without also applying to every other power.

ARTICLE II

The consuls-general, consuls, vice-consuls and consular agents of each of the two high contracting parties shall enjoy reciprocally, in the States of the other, all the privileges, exemptions and immunities that are enjoyed by officers of the same rank and quality of the most favored nation. The said officers, before being admitted to the exercise of their functions and the enjoyment of the immunities thereto pertaining, shall present their commissions in the forms established in their respective countries. The government of each of the two high contracting powers shall furnish them the necessary exequatur free of charge, and, on the exhibition of this instrument, they shall be permitted to enjoy the rights, privileges and immunities granted by this convention.

ARTICLE III

Consuls-general, consuls, vice-consuls and consular agents, citizens of the State by which they are appointed, shall be exempt from preliminary arrest except in the case of offenses which the local legislation qualifies as crimes and punishes as such; they shall be exempt from military billetings, from service in the regular army or navy, in the militia, or in the national guard; they shall likewise be exempt from all direct taxes, national, State or municipal, imposed upon persons, either in the nature of capitation tax or in respect to their property, unless such taxes become due on account of the possession of real estate, or for interest on capital invested in the country where the said officers exercise their functions. This exemption shall not, however, apply to consuls-general, consuls, vice-consuls or consular agents engaged in any profession, business or trade, but the said officers shall in such case be subject to the payment of the same taxes that would be paid by any other foreigner under the like circumstances.

ARTICLE IV

When a court of one of the two countries shall desire to receive the judicial declaration or deposition of a consul-general, consul, vice-consul or consular agent, who is a citizen of the State which appointed him, and who is engaged in no commercial business, it shall request him, in writing, to appear before it, and in case of his inability to do so, it shall request him to give his testimony in writing, or shall visit his residence or office to obtain it orally.

It shall be the duty of such officer to comply with this request with as little delay as possible.

In all criminal cases, contemplated by the sixth article of the amendments to the Constitution of the United States, whereby the right is secured to persons charged with crimes to obtain witnesses in their favor, the appearance in court of said consular officer shall be demanded, with all possible regard to the consular dignity and to the duties of his office. A similar treatment shall also be extended to the consuls of the United States in Belgium, in the like cases.

Article V

Consuls-general, consuls, vice-consuls and consular agents may place over the outer door of their offices the arms of their nation, with this inscription: *Consulate-General,* or *Consulate,* or *Vice-Consulate,* or *Consular Agency of the United States* or of *Belgium.*

They may also raise the flag of their country on their offices, except in the capital of the country when there is a legation there. They may in like manner, raise the flag of their country over the boat employed by them in the port for the exercise of their functions.

Article VI

The consular offices shall at all times be inviolable. The local authorities shall not, under any pretext, invade them. In no case shall they examine or seize the papers there deposited. In no case shall those offices be used as places of asylum. When a consular officer is engaged in other business, the papers relating to the consulate shall be kept separate.

Article VII

In the event of the death, incapacity or absence of consuls-general, consuls, vice-consuls and consular agents, their chancellors or secretaries, whose official character may have previously been made known to the Department of State at Washington, or to the Ministry for Foreign Affairs in Belgium, may temporarily exercise their functions, and while thus acting they shall enjoy all the rights, prerogatives and immunities granted to the incumbents.

Article VIII

Consuls-general and consuls may, so far as the laws of their country allow, with the approbation of their respective governments, appoint vice-consuls and consular agents in the cities, ports and places within their consular jurisdiction. These agents may be selected from among citizens of the United States or of Belgium, or those of other countries. They shall be furnished with a regular commission, and shall enjoy the privileges stipulated for consular officers in this convention, subject to the exceptions specified in Articles III, and IV.

Article IX

Consuls-general, consuls, vice-consuls and consular agents, shall have the right to address the administrative and judicial authorities, whether in the United States, of the Union, the States or the municipalities, or in Belgium, of the State, the province or the commune, throughout the whole extent of their consular jurisdiction, in order to complain of any infraction of the treaties and conventions between the United States and Belgium, and for the purpose of protecting the rights and interests of their countrymen. If the complaint should not be satisfactorily redressed, the consular officers aforesaid, in the absence of a diplomatic agent of their country, may apply directly to the government of the country where they exercise their functions.

Article X

Consuls-general, consuls, vice-consuls and consular agents may take at their offices, at their private residence, at the residence of the parties, or on board ship, the depositions of the captains and crews of vessels of their own country, of passengers on board of them, and of any other citizen of their nation. They may also receive at their offices, conformably to the laws and regulations of their country, all contracts between the citizens of their country and the citizens or other inhabitants of the country where they reside, and even all contracts between the latter, provided they relate to property situated or to business to be transacted in the territory of the nation to which the said consular officer may belong.

Such papers and official documents of every kind, whether in the original, in copies, or in translation, duly authenticated and legalized by the consuls-general, consuls, vice-consuls and consular agents, and sealed with their official seal, shall be received as legal documents in courts of justice throughout the United States and Belgium.

Article XI [4]

The respective consuls-general, consuls, vice-consuls and consular agents shall have exclusive charge of the internal order of the merchant vessels of their nation, and shall alone take cognizance of all differences which may arise, either at sea or in port, between the captains, officers and crews, without exception, particularly in reference to the adjustment of wages and the execution of contracts. The local authorities shall not interfere except when the disorder that has arisen is of such a nature as to disturb tranquillity and public order on shore, or in the port, or when a person of the country or not belonging to the crew shall be concerned therein.

In all other cases, the aforesaid authorities shall confine themselves to

[4] Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

lending aid to the consuls and vice-consuls or consular agents, if they are requested by them to do so, in causing the arrest and imprisonment of any person whose name is inscribed on the crew-list, whenever, for any cause, the said officers shall think proper.

Article XII [4]

The respective consuls-general, consuls, vice-consuls and consular agents may cause to be arrested the officers, sailors, and all other persons making part of the crews, in any manner whatever, of ships of war or merchant vessels of their nation, who may be guilty, or be accused, of having deserted said ships and vessels, for the purpose of sending them on board or back to their country. To this end they shall address the competent local authorities of the respective countries, in writing, and shall make to them a written request for the deserters, supporting it by the exhibition of the register of the vessel and list of the crew, or by other official documents, to show that the persons claimed belong to the said ship's company.

Upon such request [5] thus supported, the delivery to them of the deserters cannot be refused, unless it should be duly proved that they were citizens of the country where their extradition is demanded at the time of their being inscribed on the crew-list. All the necessary aid and protection shall be furnished for the pursuit, seizure and arrest of the deserters, who shall even be put and kept in the prisons of the country, at the request and expense of the consular officers until there may be an opportunity for sending them away. If, however, such an opportunity should not present itself within the space of three months, counting from the day of the arrest, the deserters shall be set at liberty, nor shall they be again arrested for the same cause.

If the deserter has committed any misdemeanor, and the court having the right to take cognizance of the offense shall claim and exercise it, the delivery of the deserter shall be deferred until the decision of the court has been pronounced and executed.

Article XIII

In the absence of an agreement to the contrary between the owners, freighters and insurers, all damages suffered at sea by the vessels of the two countries, whether they enter port voluntarily, or are forced by stress of weather, shall be settled by the consuls-general, consuls, vice-consuls and consular agents of the respective countries. If, however, any inhabitant of the country or citizen or subject of a third power, shall be interested in the matter, and the parties cannot agree, the competent local authorities shall decide.

---

[5] See footnote 1, p. 494.

ARTICLE XIV

All proceedings relative to the salvage of vessels of the United States wrecked upon the coasts of Belgium, and of Belgian vessels wrecked upon the coasts of the United States, shall be directed by the consuls-general, consuls and vice consuls of the two countries respectively, and until their arrival, by the respective consular agents, wherever an agency exists. In the places and ports where an agency does not exist, the local authorities, until the arrival of the consul in whose district the wreck may have occurred, and who shall be immediately informed of the occurrence, shall take all necessary measures for the protection of persons and the preservation of wrecked property.

The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors if these do not belong to the crews that have been wrecked, and to carry into effect the arrangements made for the entry and exportation of the merchandise saved.

It is understood that such merchandise is not to be subjected to any custom-house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

ARTICLE XV

In case of the death of any citizen of the United States in Belgium, or of a citizen of Belgium in the United States, without having any known heirs or testamentary executor by him appointed, the competent local authorities shall give information of the circumstance to the consuls or consular agents of the nation to which the deceased belongs, in order that the necessary information may be immediately forwarded to parties interested.

Consuls-general, consuls, vice-consuls and consular agents shall have the right to appear, personally or by delegate, in all proceedings on behalf of the absent or minor heirs, or creditors, until they are duly represented.

ARTICLE XVI

The present convention shall remain in force for the space of ten years, counting from the day of the exchange of the ratifications, which shall be made in conformity with the respective constitutions of the two countries, and exchanged at Washington as soon as possible within the period of six months.[6] In case neither party gives notice, twelve months before the expiration of the said period of ten years, of its intention not to renew this convention, it shall

[6] See footnote 2, p. 494.

remain in force one year longer, and so on from year to year, until the expiration of a year from the day on which one of the parties shall have given such notice.

In faith whereof, the respective plenipotentiaries have signed this convention, and have hereunto affixed their seals.

Done at Washington, in duplicate, the ninth of March, one thousand eight hundred and eighty.

WILLIAM MAXWELL EVARTS [SEAL]
MAURICE DELFOSSE [SEAL]

EXTRADITION

Convention signed at Washington June 13, 1882
Ratified by Belgium July 24, 1882
Senate advice and consent to ratification August 8, 1882
Ratified by the President of the United States November 16, 1882
Ratifications exchanged at Washington November 18, 1882
Proclaimed by the President of the United States November 20, 1882
Entered into force December 18, 1882
Superseded July 14, 1902, by convention of October 26,1901 [1]

22 Stat. 972; Treaty Series 30

The United States of America and His Majesty the King of the Belgians, having judged it expedient with a view to the better administration of justice and the prevention of crime within their respective territories and jurisdictions, that persons charged with or convicted of the crimes and offenses hereinafter enumerated, and being fugitives from justice, should, under certain circumstances, be reciprocally delivered up, have resolved to conclude a new Convention for that purpose, and have appointed, as their Plenipotentiaries: the President of the United States, Frederick T. Frelinghuysen, Secretary of State of the United States; and His Majesty the King of the Belgians, Mr. Théodore de Bounder de Melsbroeck, Commander of His Order of Léopold, &c., &c., His Envoy Extraordinary and Minister Plenipotentiary near the government of the United States; who, after having communicated to each other their respective full powers found in good and due form, have agreed upon and concluded the following articles:

Article I

The Government of the United States and the Government of Belgium, mutually agree to deliver up persons who, having been charged, as principals or accessories, with or convicted of any of the crimes and offences specified in the following article, committed within the jurisdiction of one of the contracting parties, shall seek an asylum, or be found within the territories of the other: Provided that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime had been there committed.

[1] TS 409, *post*, p. 508.

ARTICLE II

Persons shall be delivered up who shall have been convicted of or be charged, according to the provisions of this convention, with any of the following crimes:

1. Murder, comprehending the crimes designated in the Belgian penal code by the terms of parricide, assassination, poisoning and infanticide.
2. The attempt to commit murder.
3. Rape, or attempt to commit rape. Bigamy. Abortion.
4. Arson.
5. Piracy or mutiny on shipboard whenever the crew or part thereof shall have taken possession of the vessel by fraud or by violence against the commander.
6. The crime of burglary, defined to be the act of breaking and entering by night into the house of another with the intent to commit felony; and the crime of robbery, defined to be the act of feloniously and forcibly taking from the person of another money or goods by violence or putting him in fear; and the corresponding crimes punished by the Belgian laws under the description of thefts committed in an inhabited house by night, and by breaking in by climbing or forcibly, and thefts committed with violence or by means of threats.
7. The crime of forgery, by which is understood the utterance of forged papers, and also the counterfeiting of public, sovereign, or governmental acts.
8. The fabrication or circulation of counterfeit money, either coin or paper, or of counterfeit public bonds, coupons of the public debt, bank notes, obligations, or in general, anything being a title or instrument of credit; the counterfeiting of seals and dies, impressions, stamps, and marks of state and public administrations, and the utterance thereof.
9. The embezzlement of public moneys committed within the jurisdiction of either party by public officers or depositaries.
10. Embezzlement by any person or persons hired or salaried, to the detriment of their employers, when the crime is subject to punishment by the laws of the place where it was committed.
11. Wilful and unlawful destruction or obstruction of railroads which endangers human life.
12. Reception of articles obtained by means of one of the crimes or offences provided for by the present convention.

Extradition may also be granted for the attempt to commit any of the crimes above enumerated when such attempt is punishable by the laws of both contracting parties.

ARTICLE III

A person surrendered under this convention, shall not be tried or punished in the country to which his extradition has been granted, nor given up to a third power for a crime or offence, not provided for by the present convention and committed previously to his extradition, until he shall have been allowed one month to leave the country after having been discharged; and, if he shall have been tried and condemned to punishment, he shall be allowed one month after having suffered his penalty or having been pardoned.

He shall moreover not be tried or punished for any crime or offense provided for by this convention committed previous to his extradition, other than that which gave rise to the extradition, without the consent of the Government which surrendered him, which may, if it think proper, require the production of one of the documents mentioned in Article 7 of this convention.

The consent of that Government shall likewise be required for the extradition of the accused to a third country; nevertheless such consent shall not be necessary when the accused shall have asked of his own accord to be tried or to undergo his punishment, or when he shall not have left within the space of time above specified the territory of the country to which he has been surrendered.

ARTICLE IV

The provisions of this convention shall not be applicable to persons guilty of any political crime or offense or of one connected with such a crime or offense. A person who has been surrendered on account of one of the common crimes or offenses mentioned in Article II, shall consequently in no case be prosecuted and punished in the State to which his extradition has been granted on account of a political crime or offense committed by him previously to his extradition or on account of an act connected with such a political crime or offense, unless he has been at liberty to leave the country for one month after having been tried and, in case of condemnation, for one month after having suffered his punishment or having been pardoned.

An attempt against the life of the head of a foreign government or against that of any member of his family when such attempt comprises the act either of murder or assassination, or of poisoning, shall not be considered a political offense or an act connected with such an offense.

ARTICLE V

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this convention.

ARTICLE VI

If the person whose surrender may be claimed pursuant to the stipulations of the present treaty shall have been arrested for the commission of offenses

in the country where he has sought an asylum, or shall have been convicted thereof, his extradition may be deferred until he shall have been acquitted, or have served the term of imprisonment to which he may have been sentenced.

Article VII

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or, in the event of the absence of these from the country or its seat of government, they may be made by superior consular officers.

If the person whose extradition may be asked for shall have been convicted of a crime or offense, a copy of the sentence of the court in which he may have been convicted, authenticated under its seal, and attestation of the official character of the judge by the proper executive authority, and of the latter by the minister or consul of the United States or of Belgium, respectively, shall accompany the requisition. When, however, the fugitive shall have been merely charged with crime, a duly authenticated copy of the warrant for his arrest in the country where the crime may have been committed, and of the depositions upon which such warrant may have been issued, must accompany the requisition as aforesaid.

The President of the United States, or the proper executive authority in Belgium, may then issue a warrant for the apprehension of the fugitive, in order that he may be brought before the proper judicial authority for examination. If it should then be decided that, according to the law and the evidence, the extradition is due pursuant to the treaty, the fugitive may be given up according to the forms prescribed in such cases.

Article VIII

The expenses of the arrest, detention, and transportation of the persons claimed shall be paid by the government in whose name the requisition has been made.

Article IX

Extradition shall not be granted, in pursuance of the provisions of this convention, if legal proceedings or the enforcement of the penalty for the act committed by the person claimed, has become barred by limitation, according to the laws of the country to which the requisition is addressed.

Article X

All articles found in the possession of the accused party and obtained through the commission of the act with which he is charged, or that may be used as evidence of the crime for which his extradition is demanded, shall be seized if the competent authority shall so order, and shall be surrendered with his person.

The rights of third parties to the articles so found shall nevertheless be respected.

ARTICLE XI

The present convention shall take effect thirty days after the exchange of ratifications.

After it shall have taken effect, the convention of March 19, 1874,[2] shall cease to be in force and shall be superseded by the present convention which shall continue to have binding force for six months after a desire for its termination shall have been expressed in due form by one of the two governments to the other.

It shall be ratified and its ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective plenipotentiaries have signed the above articles, both in the English and French languages, and they have thereunto affixed their seals.

Done, in duplicate, at the city of Washington, this 13th day of June 1882.

FRED'K. T. FRELINGHUYSEN [SEAL]
TH'RE DE BOUNDER DE MELSBROECK [SEAL]

[2] TS 27, *ante*, p. 485.

TRADEMARKS

Convention signed at Washington April 7, 1884
Ratified by Belgium June 6, 1884
Senate advice and consent to ratification June 12, 1884
Ratified by the President of the United States July 7, 1884
Ratifications exchanged at Washington July 7, 1884
Proclaimed by the President of the United States July 9, 1884
Entered into force July 9, 1884
Terminated October 3, 1963, by treaty of February 21, 1961 [1]

23 Stat. 766; Treaty Series 31

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM CONCERNING TRADE-MARKS

The President of the United States of America and His Majesty the King of the Belgians, being desirous of securing reciprocal protection for the trade-marks and trade-labels of their respective citizens or subjects within the dominions or territories of the other country, have resolved to conclude a convention for that purpose, and have appointed as their plenipotentiaries: The President of the United States, Frederick T. Frelinghuysen, esq., Secretary of State of the United States; and His Majesty the King of the Belgians, Théodore de Bounder de Melsbroeck, Commander of His Order of Leopold, His Majesty's Envoy Extraordinary and Minister Plenipotentiary in the United States, who, after reciprocal communication of their full powers, found in good and due form, have agreed upon the following articles, to wit:

ARTICLE I

Citizens of the United States in Belgium and Belgian citizens in the United States of America shall enjoy, as regards trade-marks and trade-labels, the same protection as native citizens, without prejudice to any privilege or advantage that is or may hereafter be granted to the citizens of the most favored nation.

ARTICLE II

In order to secure to their marks the protection provided for by the foregoing article, the citizens of each one of the contracting parties shall be required to fulfil the law and regulations of the other.

[1] 14 UST 1284; TIAS 5432.

ARTICLE III

The present arrangement shall take effect, on the day of its official publication, and shall remain in force until the expiration of the twelve months following the notice, given by either of the contracting parties, of its desire for the cessation of its effects.

The ratifications of this Convention shall be exchanged at Washington as soon as possible within one year from this date.

In testimony whereof the respective Plenipotentiaries have signed this Convention in duplicate, in the English and French languages, and affixed thereto the seals of their arms.

Done at Washington the 7th day of April, in the year of our Lord, one thousand eight hundred and eighty-four.

FRED'K T. FRELINGHUYSEN [SEAL]
TH'RE DE BOUNDER DE MELSBROECK [SEAL]

EXTRADITION

Convention signed at Washington October 26, 1901
Ratified by Belgium January 28, 1902
Senate advice and consent to ratification, with an amendment, January 30, 1902 [1]
Ratified by the President of the United States, with an amendment, June 13, 1902 [1]
Ratifications exchanged at Washington June 14, 1902
Proclaimed by the President of the United States June 14, 1902
Entered into force July 14, 1902
Supplemented by conventions of June 20, 1935,[2] *and November 14, 1963* [3]

32 Stat. 1894; Treaty Series 409

The United States of America and His Majesty the King of the Belgians, having judged it expedient with a view to the better administration of justice and the prevention of crime within their respective territories and jurisdictions that persons charged with or convicted of the crimes and offences hereinafter enumerated, and being fugitives from justice, should, under certain circumstances, be reciprocally delivered up, have resolved to conclude a new Convention for that purpose and have appointed as their Plenipotentiaries:

The President of the United States John Hay, Secretary of State of the United States; and

His Majesty the King of the Belgians, Mr. Charles C. Wauters, Chargé d'Affaires ad interim of Belgium near the Government of the United States;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

---

[1] The United States amendment reads as follows: "In Article II insert after the word 'committed' [para. 10] the following: 'and the amount of money or the value of the property embezzled is not less than two hundred dollars or one thousand francs.' " The text printed here is the amended text as proclaimed by the President.

[2] TS 900, *post*, p. 566.

[3] 15 UST 2252; TIAS 5715.

ARTICLE I

The Government of the United States and the Government of Belgium mutually agree to deliver up persons who, having been charged, as principals or accessories, with or convicted of any of the crimes and offences specified in the following article committed within the jurisdiction of one of the contracting parties, shall seek an asylum or be found within the territories of the other: Provided, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime had been there committed.

ARTICLE II

Persons shall be delivered up who shall have been convicted of or be charged, according to the provisions of this convention, with any of the following crimes:

1. Murder, comprehending the crimes designated in the Belgian penal code by the terms of parricide, assassination, poisoning and infanticide.

2. The attempt to commit murder.

3. Rape, or attempt to commit rape. Bigamy. Abortion.

4. Arson.

5. Piracy, or mutiny on shipboard whenever the crew, or part thereof, shall have taken possession of the vessel by fraud or by violence against the commander.

6. Larceny; the crime of burglary, defined to be the act of breaking and entering by night into the house of another with the intent to commit felony; and the crime of robbery, defined to be the act of feloniously and forcibly taking from the person of another money or goods by violence or putting him in fear; and the corresponding crimes punished by the Belgian laws under the description of thefts committed in an inhabited house by night, and by breaking in by climbing or forcibly, and thefts committed with violence or by means of threats.

7. The crime of forgery, by which is understood the utterance of forged papers, and also the counterfeiting of public, sovereign, or governmental acts.

8. The fabrication or circulation of counterfeit money either coin or paper, or of counterfeit public bonds, coupons of the public debt, bank notes, obligations, or in general anything being a title or instrument of credit; the counterfeiting of seals and dies, impressions, stamps, and marks of State and public administrations, and the utterance thereof.

9. The embezzlement of public moneys committed within the jurisdiction of either party by public officers or depositaries.

10. Embezzlement by any person or persons hired or salaried to the detriment of their employers, when the crime is subject to punishment by the laws of the place where it was committed, and the amount of money or the value of the property embezzled is not less than two hundred dollars or one thousand francs.[4]

11. Wilful and unlawful destruction or obstruction of railroads which endangers human life.

12. Obtaining money, valuable securities or other property by false pretences, when such act is made criminal by the laws of both countries and the amount of money or the value of the property fraudulently obtained is not less than two hundred dollars or one thousand francs.

13. Kidnapping of minors.

14. Reception of articles obtained by means of one of the crimes or offences provided for by the present convention.

Extradition may also be granted for the attempt to commit any of the crimes above enumerated when such attempt is punishable by the laws of both contracting parties.

ARTICLE III

A person surrendered under this convention shall not be tried or punished in the country to which his extradition has been granted, nor given up to a third power for a crime or offence, not provided for by the present convention and committed previously to his extradition, until he shall have been allowed one month to leave the country after having been discharged; and, if he shall have been tried and condemned to punishment, he shall be allowed one month after having suffered his penalty or having been pardoned.

He shall moreover not be tried or punished for any crime or offence provided for by this convention committed previous to his extradition, other than that which gave rise to the extradition, without the consent of the Government which surrendered him, which may, if it think proper, require the production of one of the documents mentioned in Article VII of this convention.

The consent of that Government shall likewise be required for the extradition of the accused to a third country; nevertheless, such consent shall not be necessary when the accused shall have asked of his own accord to be tried or to undergo his punishment, or when he shall not have left within the space of time above specified the territory of the country to which he has been surrendered.

ARTICLE IV

The provisions of this convention shall not be applicable to persons guilty of any political crime or offence or of one connected with such a crime or offence. A person who has been surrendered on account of one of the com-

[4] See footnote 1, p. 508.

mon crimes or offences mentioned in Article II shall consequently in no case be prosecuted and punished in the State to which his extradition has been granted on account of a political crime or offence committed by him previously to his extradition or on account of an act connected with such a political crime or offence, unless he has been at liberty to leave the country for one month after having been tried and, in case of condemnation, for one month after having suffered his punishment or having been pardoned.

An attempt against the life of the head of a foreign government or against that of any member of his family when such attempt comprises the act either of murder or assassination, or of poisoning, shall not be considered a political offence or an act connected with such an offence.

Article V

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this convention.

Article VI

If the person whose surrender may be claimed pursuant to the stipulations of the present treaty shall have been arrested for the commission of offences in the country where he has sought an asylum, or shall have been convicted thereof, his extradition may be deferred until he shall have been acquitted or have served the term of imprisonment to which he may have been sentenced.

Article VII

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or, in the event of the absence of these from the country or its seat of government, they may be made by superior consular officers.

If the person whose extradition may be asked for shall have been convicted of a crime or offence, a copy of the sentence of the court in which he may have been convicted authenticated under its seal, and attestation of the official character of the judge by the proper executive authority, and of the latter by the minister or consul of the United States or of Belgium, respectively, shall accompany the requisition. When, however, the fugitive shall have been merely charged with crime, a duly authenticated copy of the warrant for his arrest in the country where the crime may have been committed, and of the depositions upon which such warrant may have been issued, must accompany the requisition as aforesaid.

It shall be lawful for any competent judicial authority of the United States, upon production of a certificate issued by the Secretary of State stating that a request has been made by the Government of Belgium for the provisional arrest of a person convicted or accused of the commission therein of a crime or

offence extraditable under the provisions of this convention, and upon complaint duly made that such crime or offence has been so committed, to issue his warrant for the apprehension of such person. But if the demand for surrender, with the formal proofs hereinbefore mentioned, be not made as aforesaid by the diplomatic agent of the demanding government, or, in his absence, by the competent consular officer, within forty days from the date of the commitment of the fugitive, the prisoner shall be discharged from custody.

And the Government of Belgium will, upon request of the Government of the United States, transmitted through the diplomatic agent of the United States, or, in his absence, through the competent consular officer, secure in conformity with law the provisional arrest of persons convicted or accused of the commission therein of crimes or offences extraditable under this convention. But if the demand for surrender, with the formal proofs hereinbefore mentioned, be not made as aforesaid by the diplomatic agent of the demanding government, or, in his absence, by the competent consular officer, within forty days from the date of the commitment of the fugitive, the prisoner shall be discharged from custody.

Article VIII

The expenses of the arrest, detention, examination and delivery of fugitives under this convention shall be borne by the State in whose name the extradition is sought; Provided, that the demanding government shall not be compelled to bear any expense for the services of such officers of the government from which extradition is sought as receive a fixed salary; and provided that the charge for the services of such public officials as receive only fees shall not exceed the fees to which such officials are entitled under the laws of the country for services rendered in ordinary criminal proceedings.

Article IX

Extradition shall not be granted, in pursuance of the provisions of this convention, if legal proceedings or the enforcement of the penalty for the act committed by the person claimed has become barred by limitation, according to the laws of the country to which the requisition is addressed.

Article X

All articles found in the possession of the accused party and obtained through the commission of the act with which he is charged, or that may be used as evidence of the crime for which his extradition is demanded, shall be seized if the competent authority shall so order, and shall be surrendered with his person.

The rights of third parties to the articles so found shall nevertheless be respected.

ARTICLE XI

The present convention shall take effect thirty days after the exchange of ratifications.

After it shall have taken effect, the convention of June 13, 1882,[5] shall cease to be in force and shall be superseded by the present convention which shall continue to have binding force for six months after a desire for its termination shall have been expressed in due form by one of the two governments to the other.

It shall be ratified and its ratification shall be exchanged at Washington as soon as possible.

In witness whereof, the respective plenipotentiaries have signed the above articles both in the English and French languages, and they have hereunto affixed their seals.

Done, in duplicate, at the City of Washington this 26 day of October 1901.

JOHN HAY [SEAL]
WAUTERS [SEAL]

[5] TS 30, *ante*, p. 501.

PROTECTION OF TRADEMARKS IN CHINA

Exchange of notes at Peking November 27, 1905; related note of January 22, 1906
Entered into force November 27, 1905
Made obsolete by U.S. relinquishment of extraterritorial rights in China, in accordance with terms of treaty of January 11, 1943 [1]

I Malloy 111; Treaty Series 480

The American Minister at Peking to the Belgian Chargé d'Affaires

November 27, 1905

Mr. Chargé d'Affaires and dear Colleague: The Government of the United States being desirous of reaching an understanding with the Government of Belgium for the reciprocal protection against infringement in China by citizens of our respective nations of trade marks duly registered in the United States and Belgium, I am authorized by the Secretary of State of the United States to inform you that effectual provision exists in American Consular Courts in China for the trial and punishment [2] of all persons subject to the jurisdiction of the United States who may be charged with and found guilty of infringing in any way trade marks of persons subject to the jurisdiction of Belgium which have been duly registered in the United States.

I beg that you will kindly inform me whether American citizens are entitled to the same legal remedies in the Consular Courts of Belgium in China as regards the protection from infringement of their trade marks duly registered in Belgium.

I have the honor to be, my dear Colleague, Your obedient servant,

W. W. Rockhill

Mr. de Prelle de la Nieppe,
etc., etc., etc.

The Belgian Chargé d'Affaires to the American Minister

[translation]

November 27, 1905

Mr. Minister: I have had the honor of receiving Your Excellency's note of this date regarding the mutual protection of Belgian and American trade marks in China.

[1] TS 984, *post*, vol. 6, p. 739, CHINA.

[2] See related note, p. 515.

It is stated in this communication that the Government of the United States of America has given such instructions to the American Consular Courts as are sufficient to insure the legal protection of trade marks the property of Belgian subjects which have been duly registered in the United States.

While acknowledging to Your Excellency the receipt of this communication I have the honor to inform you that the Royal Government in like manner guarantees in the Chinese Empire the protection of American trade marks duly registered in Belgium, if counterfeited by Belgian subjects.

The Royal Legation and the Consulates, Vice-Consulates and Consular Agencies in China are competent to take cognizance of actions brought before them in the matter.

I have informed our Consular representatives in China of the agreement arrived at between Belgium and the United States of America which is set forth by this interchange of correspondence between us.

I avail myself of this occasion to present to Your Excellency the assurance of my high esteem.

EDM. DE PRELLE

His Excellency W. W. ROCKHILL,
etc., etc., etc.

The American Minister to the Belgian Minister

PEKING, *January 22, 1906*

MR. MINISTER AND DEAR COLLEAGUE: In connection with the notes which I had the honor to exchange with Your Excellency on November 27, 1905, looking to the reciprocal protection from infringement by our respective nationals in China of trade marks belonging to them I duly transmitted copies of the same to my Government.

In reply the Secretary of State has called to my attention, as possibly misleading, the use made in my note to you of the word "punishment" by our Consular Courts in China of American citizens who may have infringed in China trade marks the property of persons under the jurisdiction of Belgium.

In view of the fact that there is no statute in the United States making the infringement, counterfeiting, etc. of a trade mark a criminal offense, and that effectual provision exists by a civil action for damages by the owner of a trade mark, my Government is of the opinion that the word "punishment" should be understood to refer to a civil action only, and not to a criminal procedure, as might be inferred from the use of the word in question without the present explanation added thereto.

I beg leave to call Your Excellency's attention to the above provision of our law, so that nothing in my note of November 27, last, may be construed as conflicting therewith.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

W. W. Rockhill

To His Excellency
Edmond de Prelle de la Nieppe,
etc., etc., etc.

MILITARY PENAL JURISDICTION

Exchange of notes at Washington July 5 and September 6, 1918
Entered into force September 6, 1918
Modified by exchanges of notes of September 2, October 20 and 25, and November 10, 1919 [1]
Terminated by mutual agreement in 1933

1918 For. Rel. (supp. 2) 747, 751

The Secretary of State to the Belgian Minister

No. 81 WASHINGTON, *July 5, 1918*

SIR: Referring to your note of May 6, 1918, in which you communicate to me the desire of your Government to effect an arrangement between the United States and Belgium on the subject of penal jurisdiction over the military and naval forces of each country within the jurisdiction of the other, I have the honor to inform you that I am authorized by the President as Commander in Chief of the armed forces of the United States, to propose to you an arrangement by an exchange of notes as follows:

The Government of the United States of America and the Government of His Majesty the King of the Belgians recognize during the present war the exclusive jurisdiction of the tribunals of their respective land and sea forces with regard to persons subject to the jurisdiction of those forces whatever be the territory in which they operate or the nationality of the accused. In the case of offences committed jointly or in complicity with persons subject to the jurisdiction of the said military forces, the principals and accessories who are amenable to the American land and sea forces shall be handed over for trial to the American military or naval justice, and the principals and accessories who are amenable to the Belgian land and sea forces shall be handed over for trial to the Belgian military or naval justice.

The Government of the United States of America and the Government of His Majesty the King of the Belgians further recognize during the present war the exclusive jurisdiction within American territory of American justice over persons not belonging to the Belgian land and sea forces who may commit acts prejudicial to the said military forces and the exclusive jurisdiction,

[1] *Post*, p. 519.

within Belgian territory, of Belgian justice over persons not belonging to American land and sea forces who may commit acts prejudicial to the said military forces.

The word "persons" as used in the first paragraph of this agreement designates, together with the persons enrolled in the Army, Navy and Marine Corps, any other person who under the American or Belgian law is subject to military or naval jurisdiction, especially members of the Red Cross regularly accepted by the Government of the United States of America or the Government of His Majesty the King of the Belgians in so far as the American or Belgian law and the customs of war place them under military or naval jurisdiction.

Should this arrangement be acceptable to the Government of His Majesty the King of the Belgians your formal notification in writing to that effect will be understood on the part of the Government of the United States of America as completing the arrangement and putting it into force and effect, and I shall be glad to receive your assurance that it will be so understood also on the part of the Government of His Majesty the King of the Belgians.

Accept [etc.]

ROBERT LANSING

The Belgian Minister to the Secretary of State

[TRANSLATION]

WASHINGTON, *September 6, 1918*

MR. SECRETARY OF STATE: By note of July 5 last Your Excellency was pleased to inform me that the President of the United States, in his capacity as Commander in Chief of the armed forces of that country, had authorized Your Excellency to propose to me a settlement, by an exchange of notes, of the question of penal military jurisdiction over the Belgian and American Armies jointly participating in the present war.

Your Excellency was pleased to reproduce in that note the terms of the contemplated arrangement, the French text of which is as follows:

[For terms of arrangement, see U.S. note, above.]

Duly authorized thereto by my Government, I have the honor to inform Your Excellency that the terms of the aforesaid note are accepted by it and that the provisions therein contained are in consequence executory from this moment.

My Government proposes immediately to publish, to that end, the notes thus exchanged, in the *Moniteur Belge*.

I avail myself [etc.]

E. DE CARTIER

MILITARY PENAL JURISDICTION

Exchanges of notes at Washington September 2, October 20 and 25, and November 10, 1919, modifying agreement of July 5 and September 6, 1918
Entered into force October 20, 1919
Terminated by mutual agreement in 1933

1918 For. Rel. (supp. 2) 757

The Secretary of State to the Belgian Chargé d'Affaires

WASHINGTON, *September 2, 1919*

SIR: I have the honor to refer to the arrangement relative to military penal jurisdiction as set forth by my note to your Legation dated July 5, 1918, and your Legation's reply note dated September 6, 1918,[1] and to point out that, in accordance with its terms, it will continue only for the duration of the present war. In view of the fact that the war may be considered terminated in the near future, and that it may be desirable to continue the arrangement in force for a further period during the demobilization of the military forces, I have the honor to propose that this arrangement, after the conclusion of peace, continue to be recognized in full force and effect until 30 days after notice of its termination shall have been given by either Government.

Should this modification in regard to the termination of the aforesaid arrangement be acceptable to your Government, formal notification in writting to that effect will be understood, on the part of the Government of the United States, as giving validity to the proposed modification, and I shall be glad to receive your assurance that it will be so understood also on the part of your Government.

Accept [etc.] ROBERT LANSING

The Belgian Chargé d'Affaires to the Secretary of State

WASHINGTON, *October 25, 1919*

SIR: In reply to your note of October 15, 1919 (811.203/49), I have the honor to advise you that the Belgian Government is disposed to continue

[1] *Ante*, p. 517.

the arrangement relative to military penal jurisdiction, as suggested in your notes of August 13 and September 2, 1919.

My Government has instructed me to inform them by cable when the Government of the United States will issue a declaration on the subject and I would appreciate it very much if you would be so kind as to enable me to comply with this request by advising me on what date such declaration will have been made.

Please accept [etc.] C. SYMON

The Acting Secretary of State to the Appointed Belgian Ambassador

WASHINGTON, *October 25, 1919.*

EXCELLENCY: I have the honor to acknowledge the receipt of your note of October 20, 1919, in which you were so kind as to advise me of the acceptance by the Belgian Government of the modification suggested in my note of September 2, 1919, in regard to the existing arrangement relative to military penal jurisdiction.

In reply to the inquiry as to when notice of this modification will be given, I have the honor to inform you that I shall forthwith advise the appropriate branches of this Government in regard to this modification. I shall appreciate it very much if you will be so kind as to inform me the date on which the appropriate declaration will be made on the part of your Government, and if you will also be so kind as to confirm my understanding that the aforesaid arrangement has not been terminated by the ratification on the part of your Government of the treaty of peace with Germany or otherwise, and that said modification may be considered as taking effect on October 20, 1919, the date of your note under acknowledgment.

Accept [etc.] WILLIAM PHILLIPS

The Appointed Belgian Ambassador to the Secretary of State

WASHINGTON, *November 10, 1919*

SIR: I have brought to the knowledge of my Government the wish expressed in your letter of October 25, 1919 (811.203/60), concerning the acceptance by the Belgian Government of the modification suggested in your note of September 2, 1919, in regard to the existing arrangement relative to military penal jurisdiction.

I have now the honor to advise you that my Government has informed me that the notice, that the existing arrangement relative to military penal jurisdiction will continue to be in force, was published in the *Moniteur Belge* of November 8, 1919; besides my Government agrees that the said modification will be considered as taking effect on October 20, 1919.

Please accept [etc.] E. DE CARTIER

WAR GRAVES

Agreement drawn up at Brussels February 13, 1922, and signed at Paris February 15, 1922
Entered into force February 15, 1922
Replaced January 31, 1960, by agreement of November 27, 1959 [1]

Department of State files

Agreement Concerning Sepultures of American Soldiers in Belgium

Art. 1. The American Authorities will inform the Belgian Authorities of the grounds which they may desire to reserve for the soldiers of their Army killed during the war and inhumed in Belgium.

Art. 2. Inquiries will be conducted previous to these reservations by the Belgian Authorities as per usual procedure.

Art. 3. The Belgian Government will acquire the grounds which have been recognised, after inquiry, suitable for the purpose contemplated.

The grounds will include the space which may be necessary for roads of access.

Acquisitions will be made in the name and at the expense of the Belgian Government, in conformity with the Belgian Laws.

Art. 4. The Belgian Government will transfer to the United States Government, for use only, the grounds thus acquired in conformity with the above stipulations.

The American Government will bear all expenses in connection with the laying out and upkeep of the grounds as well as the building of roads which it may eventually be found necessary to establish for access to public ways. In mixed cemeteries these expenses will be shared by the Governments concerned in proportion with the number of soldiers of each nationality buried therein.

Art. 5. The Belgian Government will bear the expense of the perpetual grant of the American Graves in communal cemeteries whenever the transfer of the bodies to special places of sepulture is not deemed necessary.

Art. 6. Military Graves outside communal cemeteries are under the authority, police and direction of the Belgian Government.

---

[1] 10 UST 2124; TIAS 4383.

Art. 7. The present agreement applies to the grounds which the American Government has already secured for the establishment of military cemeteries.

The Belgian Government will be proprietor of those grounds and bear the expenses of purchase of same.

Drawn up in duplicate at Brussels February 13, 1922.

For the Belgian Government
The Minister of National Defence
By order: The Secretary General
BUISSERET
Paris, February 15, 1922

For the United States Government
H. F. RETHERS
Col. Q.M.C.

UNITED STATES AND BELGIAN RIGHTS IN RUANDA-URUNDI

Convention signed at Brussels April 18, 1923; amendatory protocol signed at Brussels January 21, 1924
Senate advice and consent to ratification March 3, 1924
Ratified by the President of the United States March 10, 1924
Ratified by Belgium October 20, 1924
Ratifications exchanged at Brussels November 18, 1924
Entered into force November 18, 1924
Proclaimed by the President of the United States December 6, 1924
Obsolete [1]

43 Stat. 1863; Treaty Series 704

Treaty with Belgium concerning Her Mandate over the Territory of Ruanda-Urundi

Whereas by article 119 of the Treaty of Peace signed at Versailles the 28th of June 1919, [2] Germany renounced in favor of the Principal Allied and Associated Powers all her rights and titles over her oversea possessions; and

Whereas by article 22 of the same instrument it was provided that certain territories, which as a result of the war had ceased to be under the sovereignty of the States which formerly governed them, should be placed under the mandate of another Power, and that the terms of the mandate should be explicitly defined in each case by the Council of the League of Nations; and

Whereas the benefits accruing to the United States under the aforesaid Article 119 of the Treaty of Versailles were confirmed by the Treaty between the United States and Germany, signed on August 25, 1921,[3] to restore friendly relations between the two nations; and

Whereas four of the Principal Allied and Associated Powers, to wit: the British Empire, France, Italy and Japan, agreed that the King of the Belgians should exercise the mandate for part of the former Colony of German East Africa; and

---

[1] On Dec. 13, 1946, the U.N. General Assembly approved a trusteeship agreement placing the territory of Ruanda-Urundi under United Nations trusteeship. That trusteeship was terminated July 1, 1962, the date on which Rwanda and Burundi attained independence.
[2] *Ante*, vol. 2, p. 43.
[3] TS 658, *post*, GERMANY.

Whereas the terms of the said mandate have been defined by the Council of the League of Nations as follows:

"Article 1 [4]

"The territory over which a mandate is conferred upon His Majesty the King of the Belgians (hereinafter called the Mandatory) comprises that part of the territory of the former colony of German East Africa situated to the west of the following line:

"From the point where the frontier between the Uganda Protectorate and German East Africa cuts the River Mavumba, a straight line in a south-easterly direction to point 1640, about 15 kilomètres south-south-west of Mount Gabiro;

"Thence a straight line in a southerly direction to the north shore of Lake Mohazi, where it terminates at the confluence of a river situated about 2½ kilometres west of the confluence of the River Msilala;

"If the trace of the railway on the west of the River Kagera between Bugufi and Uganda approaches within 16 kilometres of the line defined above, the boundary will be carried to the west, following a minimum distance of 16 kilometres from the trace, without, however, passing to the west of the straight line joining the terminal point on Lake Mohazi and the top of Mount Kivisa (point 2100), situated on the Uganda-German East Africa frontier about 5 kilometres southwest of the point where the River Mavumba cuts this frontier;

"Thence a line south-eastwards to meet the southern shore of Lake Mohazi;

"Thence the watershed between the Taruka and the Mkarange rivers and continuing southwards to the north-eastern end of Lake Mugesera;

"Thence the median line of this lake and continuing southwards across Lake Ssake to meet the Kagera;

"Thence the course of the Kagera downstream to meet the western boundary of Bugufi;

"Thence this boundary to its junction with the eastern boundary of Urundi;

"Thence the eastern and southern boundary of Urundi to Lake Tanganyika.

"The frontier described above is shown on the attached British 1:1.000.-000 map G. S. G. S. 2932.[5] The boundaries of Bugufi and Urundi are drawn as shown in the Deutscher Kolonialatlas (Dietrich-Reimer) scale 1:1.000.000 dated 1906.

---

[4] See also amendatory protocol, p. 529.

[5] Not printed here.

"Article 2

"A Boundary Commission shall be appointed by His Majesty the King of the Belgians and His Britannic Majesty to trace on the spot the line described in Article 1 above.

"In case any dispute should arise in connection with the work of these Commissioners, the question shall be referred to the Council of the League of Nations, whose decision shall be final.

"The final report by the Boundary Commission shall give the precise description of this Boundary as actually demarcated on the ground; the necessary maps shall be annexed thereto and signed by the Commissioners. The report, with its annexes, shall be made in triplicate; one copy shall be deposited in the archives of the League of Nations, one shall be kept by the Government of His Majesty the King of the Belgians and one by the Government of His Britannic Majesty.

"Article 3

"The Mandatory shall be responsible for the peace, order and good government of the territory, and shall undertake to promote to the utmost the material and moral well-being and the social progress of its inhabitants.

"Article 4

"The Mandatory shall not establish any military or naval bases, nor erect any fortifications, nor organise any native military force in the territory except for local police purposes and for the defence of the territory.

"Article 5

"The Mandatory:

"1) shall provide for the eventual emancipation of all slaves, and for as speedy an elimination of domestic and other slavery as social conditions will allow;

"2) shall suppress all forms of slave trade;

"3) shall prohibit all forms of forced or compulsory labour, except for public works and essential services, and then only in return for adequate remuneration;

"4) shall protect the natives from measures of fraud and force by the careful supervision of labour contracts and the recruiting of labour;

"5) shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

"Article 6

"In the framing of laws relating to the holding or transfer of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

"No native land may be transferred, except between natives, without the previous consent of the public authorities. No real rights over native land in favour of non-natives may be created except with the same consent.

"The Mandatory will promulgate strict regulations against usury.

ARTICLE 7

"The Mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed by his own nationals in respect of entry into and residence in the territory, the protection afforded to their person and property, the acquisition of property, movable and immovable, and the exercise of their profession or trade, subject only to the requirements of public order, and on condition of compliance with the local law.

"Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as to his own nationals, freedom of transit and navigation, and complete economic, commercial and industrial equality; provided that the Mandatory shall be free to organise public works and essential services on such terms and conditions as he thinks just.

"Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

"Concessions having the character of a general monopoly shall not be granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate, and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources, either directly by the State, or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

"The rights conferred by this article extend equally to companies and associations organized in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

"ARTICLE 8

"The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and

to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

"Article 9

"The Mandatory shall apply to the territory any general international conventions applicable to contiguous territories.

"Article 10

"The Mandatory shall have full powers of administration and legislation in the area subject to the mandate: this area shall be administered in accordance with the laws of the Mandatory as an integral part of his territory and subject to the preceding provisions.

"The Mandatory shall therefore be at liberty to apply his laws to the territory under the mandate subject to the modifications required by local conditions, and to constitute the territory into a customs, fiscal or administrative union or federation with the adjacent possessions under his own sovereignty or control; provided always that the measures adopted to that end do not infringe the provisions of this mandate.

"Article 11

"The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council. This report shall contain full information concerning the measures taken to apply the provisions of the present mandate.

"Article 12

"The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

"Article 13

"The Mandatory agrees that, if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by Article 14 of the Covenant of the League of Nations;"

Whereas the United States of America by participating in the war against Germany contributed to her defeat and to the renunciation of her rights and titles over her oversea possessions, but has not ratified the Treaty of Versailles; and

Whereas the Government of the United States and the Government of the King of the Belgians desire to reach a definite understanding with regard to the rights of the two Governments and their respective nationals in the aforesaid former Colony of German East Africa under mandate to the King of the Belgians;

The President of the United States of America and His Majesty the King of the Belgians have decided to conclude a Convention to this effect and have nominated as their plenipotentiaries:

His Excellency the President of the United States of America,
Mr. Benjamin THAW, Junior, chargé d'affaires ad interim of the United States of America at Brussels, and

His Majesty the King of the Belgians:
Monsieur Henri JASPAR, His Minister for Foreign Affairs,

Who, after having communicated to each other their Full Powers, found in good and due form, have agreed on the following provisions:

ARTICLE 1

Subject to the provisions of the present Convention, the United States consents to the administration by the Government of the King of the Belgians, pursuant to the aforesaid mandate, of the former German territory, described in Article 1 of the mandate.

ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of Articles 3, 4, 5, 6, 7, 8, 9, and 10 of the mandate to members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

ARTICLE 3

Vested American property rights in the mandated territory shall be respected and in no way impaired.

ARTICLE 4

A duplicate of the annual report to be made by the mandatory under article 11 of the mandate shall be furnished to the United States.

ARTICLE 5

Nothing contained in the present Convention shall be affected by any modification which may be made in the terms of the mandate as recited above unless such modification shall have been assented to by the United States.

ARTICLE 6

The extradition Treaties and Conventions in force between the United States and Belgium shall apply to the mandated territory.

ARTICLE 7

The present Convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged in Brussels as soon as practicable. It shall take effect on the date of the exchange of ratifications.

In witness whereof, the respective Plenipotentiaries have signed the present treaty and have affixed thereto the seal of their arms.

Done in duplicate at Brussels, this 18th day of April 1923.

BENJAMIN THAW, JR. [SEAL]
HENRI JASPAR [SEAL]

AMENDATORY PROTOCOL

Whereas, the boundary of the mandate conferred upon His Majesty the King of the Belgians over the territory of Ruanda-Urundi and recited in the preamble of the Treaty concerning the mandate concluded between the United States of America and Belgium on April 18, 1923, has been modified by a common accord between the British and Belgian Governments with the approval given by the Council of the League of Nations at its meeting of the 31 of August, 1923, in order better to safeguard the interests of the native populations; and,

Whereas, by article V of the Treaty referred to above nothing contained in the Treaty shall be affected by any modification which may be made in the terms of the mandate as recited in the Treaty unless such modification shall have been assented to by the United States of America; and,

Whereas, the Government of the United States of America perceives no objection to the modification in question,

The Governments of the United States of America and Belgium have resolved to amend the Treaty signed on April 18, 1923, between the two countries and have named for this purpose their respective plenipotentiaries

The President of the United States of America,

Mr. HENRY P. FLETCHER, Ambassador of the United States of America at Brussels,

His Majesty the King of the Belgians,

Mr. HENRI JASPAR, His Minister of Foreign Affairs;

who, after having communicated each to the other their full powers found in good and due form, have agreed to the following amendatory articles to be taken as part of the Treaty signed April 18, 1923:

ARTICLE 1

Article 1 of the mandate recited in the preamble of the Treaty signed April 18, 1923, shall be replaced by the following:

"The territory over which a mandate is conferred upon His Majesty the King of the Belgians (hereinafter called the Mandatory) comprises that part of the territory of the former colony of German East Africa situated to the west of the following line:

"The mid-stream of the Kagera River from the Uganda boundary to the point where the Kagera River meets the western boundary of Bugufi, thence this boundary to its junction with the eastern boundary of Urundi, thence the eastern and southern boundary of Urundi to Lake Tanganyika.

"The frontier described above is shown on the attached British map GSGS Number 2932–A, on the scale of 1:1.000.000.".

ARTICLE 2

The present protocol shall be ratified in accordance with the constitutional methods of the high contracting parties. The ratifications shall be exchanged in Brussels on the same day as those of the Treaty of April 18, 1923. It shall take effect on the date of exchange of ratifications.

In witness whereof the respective plenipotentiaries have signed the present protocol and have affixed thereto the seal of their arms.

Done in duplicate at Brussels, this twenty-first day of January, one thousand nine hundred and twenty four.

HENRY P. FLETCHER [SEAL]
HENRI JASPAR [SEAL]

DEBT FUNDING

Agreement signed at Washington August 18, 1925
Approved by Belgium March 2, 1926
Approved by Act of Congress of April 30, 1926
Operative from June 15, 1925
Modified by agreement of June 10, 1932 [1]

Treasury Department print

AGREEMENT, Made the eighteenth day of August, 1925, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE KINGDOM OF BELGIUM, hereinafter called BELGIUM, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, Belgium is indebted to the United States as of June 15, 1925, upon obligations in the aggregate principal amount of $377,029,570.06, together with interest accrued and unpaid thereon; and

WHEREAS, Belgium desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Belgium upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The indebtedness is divided into two classes—that incurred prior to November 11, 1918, hereinafter called Pre-Armistice indebtedness, and that incurred subsequent to November 11, 1918, hereinafter called Post-Armistice indebtedness.

(*a*) The amount of the Pre-Armistice indebtedness to be funded is $171,780,000, which is the principal amount of the obligations of Belgium received by the United States for cash advances made prior to November 11, 1918.

(*b*) The amount of the Post-Armistice indebtedness to be funded after allowing for certain cash payments made or to be made by Belgium is $246,000,000, which has been computed as follows:

Principal of obligations for cash advanced	$175, 430, 808. 68	
Accrued and unpaid interest at 4¼% per annum to December 15, 1922	26, 314, 491. 66	
		$201, 745, 300. 34

[1] *Post*, p. 561.

Principal of obligations for war material sold on credit	29, 818, 933. 39	
Accrued and unpaid interest at 4¼% per annum to December 15, 1922	491, 359. 24	
		30, 310, 292. 63
Total indebtedness as of December 15, 1922		232, 055, 592. 97
Accrued interest thereon at 3% per annum from December 15, 1922, to June 15, 1925		17, 404, 169. 47
Total indebtedness as of June 15, 1925		249, 459, 762. 44
Deduct:		
Payments on account of interest received between December 15, 1922, and June 15, 1925, on obligations for war material	3, 442, 346. 20	
Principal payment of $172.01 made August 7, 1923, together with interest thereon at 3% per annum to June 15, 1925	181. 58	
		3, 442, 527. 78
Net indebtedness as of June 15, 1925		246, 017, 234. 66
To be paid in cash upon execution of agreement		17, 234. 66
Total indebtedness to be funded into bonds		246, 000, 000. 00

2. *Repayment of Principal.* (*a*) In order to provide for the repayment of the Pre-Armistice indebtedness thus to be funded, Belgium will issue to the United States at par bonds of Belgium bearing no interest in the aggregate principal amount of $171,780,000, dated June 15, 1925, and maturing serially on each June 15 in the succeeding years for 62 years, on the several dates and in the amounts fixed in the following schedule:

June 15—		June 15—	
1926	$1, 000, 000	1958	$2, 900, 000
1927	1, 000, 000	1959	2, 900, 000
1928	1, 250, 000	1960	2, 900, 000
1929	1, 750, 000	1961	2, 900, 000
1930	2, 250, 000	1962	2, 900, 000
1931	2, 750, 000	1963	2, 900, 000
1932	2, 900, 000	1964	2, 900, 000
1933	2, 900, 000	1965	2, 900, 000
1934	2, 900, 000	1966	2, 900, 000
1935	2, 900, 000	1967	2, 900, 000
1936	2, 900, 000	1968	2, 900, 000
1937	2, 900, 000	1969	2, 900, 000
1938	2, 900, 000	1970	2, 900, 000
1939	2, 900, 000	1971	2, 900, 000
1940	2, 900, 000	1972	2, 900, 000
1941	2, 900, 000	1973	2, 900, 000
1942	2, 900, 000	1974	2, 900, 000
1943	2, 900, 000	1975	2, 900, 000
1944	2, 900, 000	1976	2, 900, 000
1945	2, 900, 000	1977	2, 900, 000
1946	2, 900, 000	1978	2, 900, 000
1947	2, 900, 000	1979	2, 900, 000
1948	2, 900, 000	1980	2, 900, 000
1949	2, 900, 000	1981	2, 900, 000
1950	2, 900, 000	1982	2, 900, 000
1951	2, 900, 000	1983	2, 900, 000
1952	2, 900, 000	1984	2, 900, 000
1953	2, 900, 000	1985	2, 900, 000
1954	2, 900, 000	1986	2, 900, 000
1955	2, 900, 000	1987	2, 280, 000
1956	2, 900, 000		
1957	2, 900, 000		171, 780, 000

(*b*) In order to provide for the repayment of the Post-Armistice indebtedness thus to be funded Belgium will issue to the United States at par bonds of Belgium in the aggregate principal amount of $246,000,000, dated June 15, 1925, and maturing serially on each June 15, in the succeeding years for 62 years, on the several dates and in the amounts fixed in the following schedule:

June 15—		June 15—	
1926	$1, 100, 000	1958	$3, 500, 000
1927	1, 100, 000	1959	3, 600, 000
1928	1, 200, 000	1960	3, 700, 000
1929	1, 200, 000	1961	3, 800, 000
1930	1, 200, 000	1962	4, 000, 000
1931	1, 300, 000	1963	4, 100, 000
1932	1, 300, 000	1964	4, 300, 000
1933	1, 300, 000	1965	4, 400, 000
1934	1, 400, 000	1966	4, 600, 000
1935	1, 400, 000	1967	4, 700, 000
1936	1, 600, 000	1968	4, 900, 000
1937	1, 700, 000	1969	5, 100, 000
1938	1, 800, 000	1970	5, 300, 000
1939	1, 800, 000	1971	5, 400, 000
1940	1, 900, 000	1972	5, 600, 000
1941	1, 900, 000	1973	5, 800, 000
1942	2, 000, 000	1974	6, 000, 000
1943	2, 100, 000	1975	6, 300, 000
1944	2, 100, 000	1976	6, 600, 000
1945	2, 200, 000	1977	6, 800, 000
1946	2, 300, 000	1978	7, 000, 000
1947	2, 400, 000	1979	7, 200, 000
1948	2, 500, 000	1980	7, 500, 000
1949	2, 500, 000	1981	7, 800, 000
1950	2, 600, 000	1982	8, 100, 000
1951	2, 700, 000	1983	8, 400, 000
1952	2, 800, 000	1984	8, 600, 000
1953	2, 900, 000	1985	8, 900, 000
1954	3, 000, 000	1986	9, 300, 000
1955	3, 100, 000	1987	9, 600, 000
1956	3, 300, 000		
1957	3, 400, 000		246, 000, 000

PROVIDED HOWEVER, That Belgium at its option, upon not less than ninety days' advance notice to the United States, may postpone any payment on account of principal falling due as hereinabove provided after June 15, 1935, to any subsequent June 15 or December 15 not more than two years distant from its due date, but only on condition that in case Belgium shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year can not be postponed to any date more than one year distant from the date when it becomes due unless and until the payment previously postponed shall actually have been made, and the payment falling due in the second succeeding year can not be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

3. *Form of Bonds.* All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of America, or order, and shall be signed for Belgium by its Ambassador Ex-

traordinary and Plenipotentiary at Washington, or by its other duly authorized representative. The bonds issued for the Pre-Armistice indebtedness shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A", and shall be issued in 62 pieces with maturities and in denominations corresponding to the annual payments hereinabove set forth. The bonds issued for the Post-Armistice indebtedness shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit B", and shall be issued in 62 pieces with maturities and in denominations corresponding to the annual payments of principal hereinabove set forth.

4. *Payments of Interest.* All bonds issued for the Post-Armistice indebtedness shall bear interest from June 15, 1925, payable in the amounts and on the dates set forth in the following schedule:

December 15, 1925	$870,000	December 15, 1930	$1,625,000
June 15, 1926	870,000	June 15, 1931	1,625,000
December 15, 1926	1,000,000	December 15, 1931	1,875,000
June 15, 1927	1,000,000	June 15, 1932	1,875,000
December 15, 1927	1,125,000	December 15, 1932	2,125,000
June 15, 1928	1,125,000	June 15, 1933	2,125,000
December 15, 1928	1,250,000	December 15, 1933	2,375,000
June 15, 1929	1,250,000	June 15, 1934	2,375,000
December 15, 1929	1,375,000	December 15, 1934	2,625,000
June 15, 1930	1,375,000	June 15, 1935	2,625,000

until and including June 15, 1935, and thereafter at the rate of 3½ per cent per annum payable semiannually on June 15 and December 15 of each year until the principal of said bonds shall have been paid.

5. *Method of Payment.* All bonds issued or to be issued hereunder shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Belgium, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

All payments, whether in cash or in obligations of the United States, to be made by Belgium on account of the principal of or interest on any bonds issued or to be issued hereunder and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date of payment, or if in obligations of the United States shall be in form acceptable to the Secretary of the Treasury of the United States under the general regulations of the Treasury Department governing transactions in United States obligations.

6. *Exemption from Taxation.* The principal and interest of all bonds issued or to be issued hereunder shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or under authority of Belgium or any political or local taxing authority within the Kingdom of Belgium, whenever, so long as, and

to the extent that beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Belgium, or (c) a corporation not organized under the laws of Belgium.

7. *Payments before Maturity.* Belgium at its option, on June 15 or December 15 of any year, upon not less than ninety days' advance notice to the United States, may make advance payments in amounts of $1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued hereunder and held by the United States. Any such advance payments shall be applied to the principal of such bonds as may be indicated by Belgium at the time of the payment.

8. *Exchange for Marketable Obligations.* Belgium will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provisions for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions as to dates of issue and maturity, rate or rates of interest, if any, exemption from taxation, payment in obligations of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. Belgium will deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds will deliver, at the request of the Secretary of the Treasury of the United States, temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Belgium, will first offer them to Belgium for purchase at par and accrued interest, if any, and Belgium shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, if any, of a corresponding principal amount of bonds issued hereunder and held by the United States. Belgium agrees that the definitive engraved bonds called for by this paragraph shall contain all such provisions, and that it will cause to be promulgated all such rules, regulations, and orders, as shall be deemed necessary or desirable by the Secretary of the Treasury of the United States in order to facilitate the sale of the bonds in the United States, in Belgium or elsewhere, and that if requested by the Secretary of the Treasury of the United States, it will use its good offices to secure the listing of the bonds on such stock exchanges as the Secretary of the Treasury of the United States may specify.

9. *Cancellation and Surrender of Obligations.* Upon the execution of this agreement, the payment to the United States of cash in the sum of $17,234.66, as provided in subdivision (*b*) of paragraph 1 of this Agreement and the delivery to the United States of the $417,780,000 principal amount of bonds of Belgium to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement by the representatives of Belgium and for the execution of the bonds to be issued hereunder on behalf of Belgium by its Ambassador Extraordinary and Plenipotentiary at Washington, or by its other duly authorized representative, the United States will cancel and surrender to Belgium, at the Treasury of the United States in Washington, the obligations of Belgium in the principal amount of $377,029,570.06, described in the preamble of this Agreement.

10. *Notices.* Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States, shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Embassy of Belgium at Washington or at the office of the Ministry of Finance in Brussels; and any notice, request, or election from or by Belgium shall be sufficient if delivered to the American Embassy at Brussels or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

11. *Compliance with Legal Requirements.* Belgium represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Belgium and in conformity therewith.

12. *Counterparts.* This agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

In witness whereof Belgium has caused this Agreement to be executed on its behalf by B^on^ de Cartier de Marchienne, F. Cattier, E. Francqui, G. Theunis, its Special Commissioners at Washington, thereunto duly authorized, subject, however, to the approval of the competent authorities of the Kingdom of Belgium, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, as Chairman of the World War Foreign Debt Commission, with the approval of the President, subject, however, to the approval of Congress, pursuant to the Act of Congress approved February 9, 1922,[2] as amended by the Act of Congress

[2] 42 Stat. 363.

approved February 28, 1923,[3] and as further amended by the Act of Congress approved January 21, 1925,[4] all on the day and year first above written.

THE GOVERNMENT OF THE KINGDOM OF BELGIUM
By B^ON DE CARTIER DE MARCHIENNE
F. CATTIER
E. FRANCQUI
G. THEUNIS

THE GOVERNMENT OF THE UNITED STATES OF AMERICA
For the World War Foreign Debt Commission:
By A. W. MELLON
Secretary of the Treasury and
Chairman of the Commission.

Approved:
CALVIN COOLIDGE
President.

EXHIBIT A

(Form of Bond.)

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

$ No.

The Government of the Kingdom of Belgium, hereinafter called Belgium, for value received promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on June 15, 19 , the sum of Dollars ($). This bond is payable in gold coin of the United States of America of the present standard of value, or, at the option of Belgium, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

This bond is payable without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Belgium or any political or local taxing authority within the Kingdom of Belgium, whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Belgium, or (c) a corporation not organized under the laws of Belgium. This bond is payable at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued pursuant to the provisions of subdivision (a) of paragraph 2 of an Agreement, dated August 18, 1925, between Belgium and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Belgium has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its at Washington, thereunto duly authorized, as of June 15, 1925.

THE GOVERNMENT OF THE KINGDOM OF BELGIUM.
By

(Back.)

The following amounts have been paid upon the principal amount of this bond.

Date.	Amount paid.

[3] 42 Stat. 1325.
[4] 43 Stat. 763.

EXHIBIT B

(Form of Bond.)

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

$ No.

The Government of the Kingdom of Belgium, hereinafter called Belgium, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on June 15, , the sum of Dollars ($), and to pay as interest upon said principal sum from June 15, 1925, to and including June 15, 1935, so long as the principal of this bond shall be unpaid, on the dates specified in paragraph 4 of the Agreement hereinafter referred to, such proportion of the amount of interest specified in said paragraph 4 for the dates therein stated as the principal amount of this bond bears to all bonds on such dates outstanding issued for Post-Armistice indebtedness under said Agreement, and after June 15, 1935, Belgium promises to pay interest hereon at the rate of 3½% per annum, payable semi-annually on June 15 and December 15 each year until the principal hereof has been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Belgium upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

This bond is payable as to both principal and interest without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Belgium or any political or local taxing authority within the Kingdom of Belgium whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Belgium, or (c) a corporation not organized under the laws of Belgium. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued pursuant to the provisions of subdivision (b) of paragraph 2 of an Agreement, dated August 18, 1925, between Belgium and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Belgium has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by at Washington, thereunto duly authorized, as of June 15, 1925.

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

By

(Back.)

The following amounts have been paid upon the principal amount of this bond.

Date.	Amount paid.

SMUGGLING OF INTOXICATING LIQUORS

Convention signed at Washington December 9, 1925
Senate advice and consent to ratification March 3, 1926
Ratified by the President of the United States March 30, 1926
Ratified by Belgium December 5, 1927
Ratifications exchanged at Washington January 11, 1928
Entered into force January 11, 1928
Proclaimed by the President of the United States January 11, 1928

45 Stat. 2456; Treaty Series 759

The President of the United States of America and His Majesty the King of the Belgians, being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States; and

His Majesty the King of the Belgians: Baron de Cartier de Marchienne, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America.

Who, having communicated their full powers found in good and due form, have agreed as follows:

ARTICLE I

The High Contracting Parties respectively retain their rights and claims, without prejudice by reason of this agreement, with respect to the extent of their territorial jurisdiction.

ARTICLE II

(1) His Majesty the King of the Belgians agrees that Belgium will raise no objection to the boarding of private vessels under the Belgian flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its terri-

219-919—70— 36

tories or possessions in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be effected.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions for adjudication in accordance with such laws.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions by a vessel other than the one boarded and searched, it shall be the speed of such other vessel and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

ARTICLE III

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, it territories or possessions on board Belgian vessels voyaging to or from ports of the United States, or its territories or possessions or passing through the territorial waters thereof, and such carriage shall be as now provided by law with respect to the transit of such liquors through the Panama Canal, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

ARTICLE IV

Any claim by a Belgian vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to an umpire selected by the two Governments; should they fail to agree on the choice of that umpire, it shall be referred to the Permanent Court of Arbitra-

tion at The Hague described in the Convention for the Pacific Settlement of International Disputes, concluded at The Hague October 18, 1907.[1] The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per cent. on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

Article V

This Convention shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Convention.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

If no notice is given on either side of the desire to propose modifications, the convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Convention, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Convention shall lapse.

Article VI

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Convention the said Convention shall automatically lapse, and, on such lapse or whenever this Convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Convention not been concluded.

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate

[1] TS 536, *ante*, vol. 1, p. 577.

thereof, and by His Majesty the King of the Belgians in accordance with the constitutional laws of Belgium; and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate in the English and French languages and have thereunto affixed their seals.

Done at the city of Washington this ninth day of December, one thousand nine hundred and twenty-five.

FRANK B. KELLOGG [SEAL]
B^ON DE CARTIER DE MARCHIENNE [SEAL]

WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Brussels April 2 and 8, 1927
Entered into force April 15, 1927
Supplemented by agreement of November 26 and December 15, 1930 [1]
Terminated March 11, 1940 [2]

Department of State files

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

April 2, 1927

MR. CHARGÉ D'AFFAIRES:

With reference to your communication of March 1, 1927, B 330, I have the honor to inform you that from the 15th of April next, and in continuation of the ruling which has been effective for the past six years, citizens of the United States going to Belgium will be exempted from the formality of a consular visa in order to enter the country where they will be permitted to stay for a period not exceeding four months, without the necessity of securing an authorization to remain or any Belgian visa.

Moreover, American subjects will be allowed to enter the Kingdom one or more times in the course of a year on condition that the length of each stay on Belgian territory does not exceed four months, that when they leave the country the communal authorities of the district where they have resided be notified and that during their absence they retain no dwelling or residence in Belgium.

It is understood, however, that the diplomatic agents of the United States in Belgium, their family and their personnel, will continue to be exempt from the obligation of a "visa de séjour" which the American Consular agents of career will obtain free of charge.

On its side the American Government will suppress from the same date, the collecting of all costs of visas in favor of Belgian subjects going to the United States without the intention of settling there. When requesting these

[1] *Post*, p. 554.
[2] Pursuant to notice of termination given by the United States on that date.

visas at the American Consulates those interested will have to conform to the same regulations as those which have been observed to this time.

Visas for immigrants will continue to be delivered against payment of the agreed tax when the applicant has fulfilled the prescribed formalities.

On the other hand, the representatives of the Government of the King will be exempt from all charges for visas and Diplomatic and Consular agents of career, their family and personnel, will obtain visas as previously.

I would add that the formality of the visa and the payment of the required tax are maintained both with regard to American citizens wishing to enter the Congo and to those settling in Belgian territory or residing there continuously for more than four months.

On the other hand, the suppression of the obligation to have a visa does not exempt the citizens of the United States going to Belgium from the necessity of registering at once, on their arrival, at the office for foreigners in the district in which they may reside, the said registration requiring no tax and being merely a police measure.

VANDERVELDE

Mr. JAMES C. DUNN,
Chargé d'Affaires a. i.
of the United States of America,
Brussels.

The American Chargé d'Affaires to the Minister of Foreign Affairs

No. 340 BRUSSELS, *April 8, 1927.*

MR. MINISTER,

With reference to Your Excellency's note of April 2, 1927, (Direction C1 No. 2942/17 P–3e section–6e Bureau), on the subject of the arrangement with regard to the suppression of visa fees in the case of non-immigrant Belgians entering the United States, I am instructed by my Government to inform you that the terms proposed by the Belgian Government, as set forth in Your Excellency's note above, are acceptable to my Government and make it possible to put into effect the waiver of fees in the case of Belgian non-immigrants.

I have further been instructed to inform the American Consular Officers in Belgium that the agreement will become effective on April 15, 1927, and that, commencing on that date, non-immigrant Belgians applying to American Consulates for visas will not be required to pay the visa fees therefor.

Please accept, Mr. Minister, the renewed assurance of my highest consideration.

JAMES CLEMENT DUNN,
Chargé d'Affaires a. i.

His Excellency
Mr. EMILE VANDERVELDE,
Minister for Foreign Affairs.

NARCOTIC DRUGS

Exchange of notes at Brussels February 6 and June 13, 1928
Entered into force June 13, 1928

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 97 BRUSSELS, *February 6, 1928*

MR. MINISTER:

Pursuant to the instructions of my Government, I have the honor to inquire whether it would be agreeable to the Royal Belgian Government to arrange for the establishment of a closer cooperation between the appropriate administrative officials of our two countries with a view to bringing about stricter control of the illicit traffic in narcotic drugs.

The arrangement which I am instructed to present for the consideration of Your Excellency's Government contemplates:

1) The direct exchange between the Treasury Department of the United States and the corresponding office in Belgium of information and evidence with reference to persons engaged in the illicit traffic. This would include such information as photographs, criminal records, finger prints, Bertillon measurements, description of the methods which the persons in question have been found to use, the places from which they have operated, the partners they have worked with, etc.

2) The immediate direct forwarding of information by letter or cable as to the suspected movements of narcotic drugs, or of those involved in smuggling drugs, if such movements might concern the other country. Unless such information as this reaches its destination directly and speedily it is useless.

3) Mutual cooperation in detective and investigating work.

The officer of the Treasury Department who would have charge, on behalf of the United States Government, of the cooperation in the suppression of the illicit traffic in narcotics is Colonel L. G. Nutt, whose mail and telegraph address is Deputy Commissioner in Charge of Narcotics, Treasury Department, Washington, D.C.

In case the proposed arrangement meets with the approval of the Royal Belgian Government, I should be grateful if I might be informed of the name of the Belgian official with whom Colonel Nutt should communicate.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HUGH GIBSON

His Excellency
Monsieur PAUL HYMANS,
Minister for Foreign Affairs.

The Belgian Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS BRUSSELS, *June 13, 1928*

MR. AMBASSADOR,

Referring to my note of April 27, 1928, I have the honor to transmit to Your Excellency the enclosed copy of a report [1] addressed to the Minister of Justice by the Attorney General of the Court of Appeal of Brussels.

The Attorney General considers that the agreement suggested by the American Government regarding the control of the drug traffic responds to a real need; he is of the opinion that it is the judiciary police of the Court of Brussels that would be the best qualified to enter into correspondence with the Treasury Department of the United States.

In communicating to me this report, the Minister of Justice adds that he concurs in the opinion of the Attorney General.

I avail myself of this occasion to renew to Your Excellency the assurance of my very high consideration.

HYMANS

[1] Not printed.

ARBITRATION

Treaty signed at Washington March 20, 1929
Senate advice and consent to ratification May 22, 1929
Ratified by the President of the United States June 4, 1929
Ratified by Belgium July 22, 1930
Ratifications exchanged at Washington August 25, 1930
Entered into force August 25, 1930
Proclaimed by the President of the United States August 25, 1930

46 Stat. 2790; Treaty Series 823

The President of the United States of America and His Majesty the King of the Belgians

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

The President of the United States of America:

Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Belgians:

His Highness Prince Albert de Ligne, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible

to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justifiable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,[1] or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Belgium in accordance with the constitutional laws of Belgium.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(*a*) is within the domestic jurisdiction of either of the High Contracting Parties,

(*b*) involves the interests of third Parties,

(*c*) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(*d*) depends upon or involves the observance of the obligations of Belgium in accordance with the Covenant of the League of Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by His Majesty the King of the Belgians in accordance with the Constitution.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 20th day of March, one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]
P. ALBERT DE LIGNE [SEAL]

[1] TS 536, *ante*, vol. 1, p. 577.

CONCILIATION

Treaty signed at Washington March 20, 1929
Senate advice and consent to ratification May 22, 1929
Ratified by the President of the United States June 4, 1929
Ratified by Belgium July 22, 1930
Ratifications exchanged at Washington August 25, 1930
Entered into force August 25, 1930
Proclaimed by the President of the United States August 25, 1930

46 Stat. 2794; Treaty Series 824

The President of the United States of America and His Majesty the King of the Belgians, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

The President of the United States of America:
Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Belgians:
His Highness Prince Albert de Ligne, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

Article I

Any disputes arising between the Government of the United States of America and the Government of Belgium, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to resort with respect to each other to any act of force during the investigation to be made by the Commission and before its report is handed in.

Article II

The International Commission shall be composed of five members, to be appointed as follows: Each Government shall appoint a member from

among its nationals; the other three members, including the President, shall be appointed in common accord, it being understood that they shall not be under the jurisdiction of either one of the two countries. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by His Majesty the King of the Belgians in accordance with the Constitution.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 20th day of March, one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]
P. ALBERT DE LIGNE [SEAL]

BATTLE MONUMENTS

Agreement signed at Paris October 4, 1929
Ratified by the President of the United States January 11, 1930, by authority of an Act of Congress of March 4, 1923
Ratified by Belgium April 8, 1930
Ratifications exchanged at Brussels April 17, 1930
Entered into force April 17, 1930
Proclaimed by the President of the United States April 23, 1930
Superseded by agreement of November 27, 1959 [1]

46 Stat. 2732; Treaty Series 812

AGREEMENT CONCLUDED BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND BELGIUM COVERING THE ERECTION BY THE AMERICAN BATTLE MONUMENTS COMMISSION OF CERTAIN MEMORIALS IN BELGIUM

This Agreement made at Paris, on October 4, 1929, by and between the Government of the United States of America, represented by General John J. Pershing, of the American Battle Monuments Commission, party of the first part, and the Royal Belgian Government, represented by Baron E. de Gaiffier d'Hestroy, Belgian Ambassador in Paris, party of the second part, for the acquisition by the Royal Belgian Government of lands intended as sites for monuments which the American Battle Monuments Commission is to erect in Belgium, in accordance with and by authority of the Act of Congress of the United States approved March 4th., 1923,[2] entitled "An act for the creation of an American Battle Monuments Commission to erect suitable memorials, commemorating the services of the American soldiers in Europe and for other purposes", witnesseth that:

ARTICLE 1

The Belgian Government will acquire, by mutual agreement with the proprietors, the lands necessary for the erection of the American memorials.

ARTICLE 2

The negociations with the owners or tenants for the cession of the said lands will be pursued by the American Battle Monuments Commission, who

[1] 10 UST 2124; TIAS 4383.
[2] 42 Stat. 1509.

will reimburse the Belgian Government for the purchase price thereof and for any expenses occasioned by the acquisition.

ARTICLE 3

The said lands, as well as the monuments erected thereon, will be the property of the Belgian Government, who will grant to the Government of the United States without cost and in perpetuity the use and free disposal thereof.

ARTICLE 4

The lands acquired will be devoted in perpetuity to the purpose above mentioned, but the Belgian Government shall have no responsibility with respect to the maintenance or the preservation of the monuments and their accessories.

If, in the future, the monuments should disappear or fall into ruin as a result of abandonment that can be considered as definite, and after the Belgian Government has informed the Government of the United States of their condition sufficiently in time so as to permit the latter to remedy the same if it so desires, the Belgian Government shall no longer be bound to permit the said lands to remain unproductive in perpetuity and shall have the right to use them for other purposes.

ARTICLE 5

It is expressly agreed that the said lands can be divested of their special character for reasons of the public welfare or public utility, of which the Belgian Government alone shall be judge.

In such case, after having consulted the American Battle Monuments Commission or eventually the Secretary of War, the Belgian Government will undertake, as far as it is still practicable, to rebuild at its own expense at another place in its territory and under similar conditions the monuments erected upon the lands in question.

ARTICLE 6

The American Battle Monuments Commission or the organization which will eventually replace it will administer the land and monuments in perpetuity, in conformity with the Belgian laws and regulations, and will bear all expenses incident thereto so that the Begian Government shall not be involved in any way.

ARTICLE 7

The Belgian Government will settle all difficulties which may arise with owners or tenants of adjoining lands; it will institute and pursue any suit or sustain any defense concerning the properties acquired which may hereafter appear necessary. The cost involved and the amount of any possible

judgments rendered against the Belgian Government will be repaid by the Government of the United States.

It is agreed, however, that settlement for damages caused by the personnel appointed by the Government of the United States for the maintenance and guarding of the American memorials or by the equipment belonging to it, will be undertaken by the representative appointed by that Government.

The present Accord is to be ratified by both Governments. The exchange of ratifications is to take place in Brussels.

In witness whereof the date, month and year above-mentioned, this Agreement has been signed in four copies, each copy having the same value and effect as an original, by the Government of the United States, represented by General John J. Pershing of the American Battle Monuments Commission, and the Royal Belgian Government, represented by Baron E. de Gaiffier d'Hestroy, Belgian Ambassador in Paris.

John J. Pershing [seal]
E. de Gaiffier [seal]

WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Brussels November 26 and December 15, 1930, supplementing agreement of April 2 and 8, 1927
Entered into force December 15, 1930
Terminated March 11, 1940 [1]

Department of State files

The American Chargé d'Affaires to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
BRUSSELS, *November 26, 1930*

No. 556

MR. MINISTER:

I have the honor to refer to the reciprocal agreement dating from April 1927 [2] and now in effect between the United States and Belgium which provides on the one hand for the waiver of fees for non-emigrant visas and applications therefor for Belgian non-emigrants proceeding to the United States, and, on the other hand, for the waiver of visa requirements for citizens of the United States of a similar class proceeding to Belgium.

In concluding this agreement Your Excellency will recall that the Belgian Government stipulated that the terms were not to apply to the American citizens entering the Belgian Congo. No express interpretation, however, was placed by my Government on the territory to be covered by the agreement.

I now take pleasure in informing Your Excellency that the American Government, with a view to giving the broadest interpretation possible to its legal authority in connection with the agreement in question, has now ruled that it considers the agreement to be applicable to Belgian subjects proceeding to the United States and to its insular possessions including the Philippine Islands. I need not add that my Government would view with greatest satisfaction a decision by the Belgian Government to modify the existing agreement so that American citizens may be permitted to enter the Belgian Congo for temporary residence without the payment of passport fees, or upon payment of substantially reduced fees.

[1] Pursuant to notification of termination given by the United States on that date.
[2] Exchange of notes at Brussels Apr. 2 and 8, 1927, *ante*, p. 543.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

WARDEN MCK. WILSON
Chargé d'Affaires ad interim

His Excellency
Monsieur PAUL HYMANS,
Minister for Foreign Affairs

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

BRUSSELS, *December 15, 1930*

MR. CHARGÉ D'AFFAIRES,

By your letter of November 26, 1930, No. 556, you were good enough to inform me that the American Government has decided that the agreement between Belgium and the United States, dated April 1927, and relating to the waiver of consular visas on the one hand and to the waiver of the fees for said visas on the other hand, is applicable to Belgian citizens proceeding to the United States and its insular possessions, including the Philippine Islands.

In bringing the foregoing to my attention you add that your Government would view with great satisfaction the modification by the Belgian Government of the existing agreement in order to permit American citizens to proceed to the Belgian Congo for a temporary visit without having to pay the required fee for the visa or on payment of a substantially reduced fee.

I have the honor to inform you that it is not possible for me to consider the waiver of fees for visas, this latter being applicable to all foreign subjects.

But I have decided that in future American citizens might obtain visas for the Colony, good for a maximum of three months, upon payment of a fee of ten francs *gold*.

The fee pertaining to the visa good for more than three months remains fixed at ninety francs gold.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

For the Minister:
The Director General:
M. COSTERMANS

Mr. WARDEN MCK. WILSON,
Chargé d'Affaires ad interim of the
United States of America,
Brussels.

RECOGNITION OF LOAD-LINE CERTIFICATES

Exchange of notes at Brussels October 7, 1931, and February 4 and April 19, 1932
Entered into force April 19, 1932
Terminated August 29, 1935 [1]

47 Stat. 2736; Executive Agreement Series 40

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
BRUSSELS, *October 7, 1931*

No. 708

MR. MINISTER,

I have the honor to refer to Your Excellency's note of March 31, 1931, (Direction Générale B., Section I.B./Communications, No. C.24/1081) pertaining to the conclusion between the Governments of Belgium and the United States of a reciprocal agreement concerning ship load lines.

Pursuant to instructions from my Government, I now have the honor to inform Your Excellency that the substance of this note and the text of the excerpt of the Belgian law of August 25, 1920, submitted therewith, have been examined by the competent authorities of my Government.

In answer to the inquiry whether the American Government does not share the view of the Belgian Minister of Transports that the reciprocal agreement concerning the inspection of vessels, existing between the two countries since June 1, 1922, would be applicable to the control of load lines, I have the honor to inform Your Excellency that the competent authorities of my Government do not believe that this agreement could be interpreted to cover load lines, and that they consider it would be preferable to negotiate a separate arrangement.

The Government of the United States has taken due notice of the Belgian law which provides that "the freeboard of vessels shall be determined in accordance with the rules and freeboard tables of the French Bureau Veritas or of Lloyds Registry of Shipping, or in accordance with rules and tables recognized as equivalent thereto."

---

[1] Upon entry into force for the United States and Belgium of International Load Line Convention of July 5, 1930 (TS 858, *ante*, vol. 2, p. 1076).

In connection with this provision, my Government is willing to conclude a reciprocal agreement in regard to load lines with the Government of Belgium with the understanding that the rules and freeboard tables employed by the French Bureau Veritas and by Lloyds Registry of Shipping are the freeboard rules and tables of the French Government and the 1906 rules of the British Board of Trade, respectively.

Subject to the above understanding the Government of the United States is prepared to agree that pending the coming into force of the International Load Line Convention of 1930, in the United States and Belgium, the competent authorities of the Government of the United States will recognize the load line marks and the certificate of such marking on the merchant vessels of Belgium made in accordance with either of the foregoing systems of rules and tables as equivalent to load line marks and certificates of such markings made pursuant to the laws and regulations of the United States; provided, that the load line marks are in accordance with the load line certificates; that the hull and the superstructure of the vessel certificated have not been so materially altered since the issuance of the certificate as to affect the calculations on which the load line was based; and that alterations have not been made so that the—

(1) Protection of openings,
(2) Guard Rails,
(3) Freeing Ports,
(4) Means of Access to Crews Quarters,

have made the vessel manifestly unfit to proceed to sea without danger to human life.

It will be understood by this Government that on the receipt by the Embassy of a note from Your Excellency to the effect that the competent authorities of the Belgian Government will recognize the load line marks and certificates thereof on merchant vessels of the United States, executed pursuant to the laws and regulations of this Government, as equivalent to load line marks and certificates made in accordance with the laws and regulations in force in Belgium, and expressing the Belgian Government's concurrence in this Government's understanding as above set forth, the agreement will become effective.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

HUGH GIBSON

His Excellency
Monsieur PAUL HYMANS,
Minister of Foreign Affairs.

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS
No. C.24/354

BRUSSELS, *February 4, 1932*

SIR:

I did not fail to inform the Minister for Transportation of the contents of the Embassy's note of October 7 last, No. 708, concerning the negotiation between the two countries of a temporary agreement on load-line regulations of vessels.

I have the honor to inform you that the regulations and tables of load lines which are mentioned in article 161 of the royal decree of November 8, 1920, constituting a ruling for the application of the law concerning the safety of vessels, are the regulations and tables of load lines of the French Government as given by the Veritas Bureau and the rules of 1906 of the British Board of Trade as given in "Lloyd's Register of Shipping."

As the Government of the United States feels that it cannot assent to the proposal that has been submitted to it, of applying in the matter of load-line regulations the reciprocity agreement concerning the safety of vessels, concluded in 1922, the Government of the King accepts the arrangement proposed by the Government of the United States.

This arrangement will have, therefore, a temporary character and is destined to come to an end as soon as the two Governments shall have ratified the international agreement concerning load lines and as soon as this agreement shall come into force.

The Government of the King declares, consequently, that as a measure of reciprocity corresponding to the measures stated by the American Government, the Belgian Government will, in the interim before the enforcement in the United States and in Belgium of the international agreement on load lines, of July 5, 1930, and with the exception of the conditions set forth below, permit competent authorities of the Belgian Government to recognize the marks of the load lines and the certificates of these lines for merchant vessels under the United States flag, when these are established in conformity with the laws and regulations in force in the United States, as being equivalent to the marks of the load lines and the certificates of these lines established in conformity with Belgian law.

This recognition is subject to the following conditions:

1) The marks of the load lines shall correspond to the certificates of the load lines;

2) Alterations of sufficient importance to affect the calculations on which the load line was based shall not have been made, since the issuance of the certificate, to the hull and to the superstructure of the vessel concerned;

3) The alterations made shall not be of such a nature that the protection of openings, handrails, cargo ports, means of access to the crew's stations, shall render the vessel manifestly unfit to go to sea without danger to human life.

The Belgian Maritime Inspection Service has been notified of the present arrangement and instructed to observe it henceforth.

It is appropriate to point out that the correspondence exchanged on the subject discussed above, precedes the royal decree of September 14, 1931, which allows Belgian shipowners to obtain for their vessels the load line established in conformity with the ruling forming an annex to the International Load Line Agreement signed at London on July 5, 1930; thus this royal decree introduces into this question a new element which it has been impossible to take into consideration.

But this circumstance is not of a character to affect the proposed arrangement since the American ruling on load lines is identical with the ruling forming an annex to the agreement above mentioned.

Since the Government of the United States is disposed to recognize the load lines of Belgian vessels assigned according to the old regulations, the Government of the King takes it for granted that the Government of the United States will likewise recognize the load line assigned according to the conditions provided in the new Belgian ruling in this matter. The Government of the King considers it opportune, however, again to call the attention of the Government of the United States to the fact that, in accordance with this latter regulation, the assignment of load lines consists of the letters B.I. when the load line is established by the official Belgian authorities qualified for this purpose.

I have the honor to forward to you in this connection three copies of the royal decree of September 14, 1931,[2] as well as three copies of the official form of load-line certificate used by the Belgian Maritime Inspection Service.[2]

I should appreciate your addressing me a letter stating the assent of the Government of the United States to the present arrangement.

The date of this communication could be considered as signifying the coming into force of the arrangement.

Be so kind as to accept, Sir, the assurance of my most distinguished consideration.

For the Minister:
THE DIRECTOR GENERAL.

MR. MAYER
Chargé d'Affaires of the United States
Brussels

[2] Not printed here.

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 804 BRUSSELS, *April 19, 1932*

MR. MINISTER,

I have the honor to refer to Your Excellency's note of February 4, 1932 (Direction Générale B, Section I.B./Comm., No. C.24/354) and to its enclosures, regarding the conclusion of an arrangement between Belgium and the United States for the reciprocal recognition of ship load line certificates.

My Government agrees, as requested in this note, to recognize the certificates issued by the Government of Belgium pursuant to the Royal Decree of September 14, 1931, which allows Belgian shipowners the privilege of obtaining for their vessels the load line established in conformity with the ruling which forms an annex to the International Load Line Convention signed at London on July 5, 1930.

The Government of the United States accordingly understands that the arrangement has been completed by the exchange of notes and is effective from the date of this note.

I would greatly appreciate confirmation of this understanding, and I avail myself of this occasion to renew to you, Mr. Minister, the assurances of my highest consideration.

FERDINAND LATHROP MAYER,
Chargé d'Affaires ad interim

His Excellency
Monsieur PAUL HYMANS,
Minister of Foreign Affairs

DEBT FUNDING

Agreement signed at Washington June 10, 1932, modifying agreement of August 18, 1925
Operative from July 1, 1931

Treasury Department print

AGREEMENT, MADE THE 10TH DAY OF JUNE, 1932, AT THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM, HEREINAFTER CALLED BELGIUM, PARTY OF THE FIRST PART, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE UNITED STATES, PARTY OF THE SECOND PART

WHEREAS, under the terms of the debt funding agreement between Belgium and the United States, dated August 18, 1925,[1] there is payable by Belgium to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Belgium to the United States, the aggregate amount of $7,950,000, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,[2] authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Belgium on the terms hereinafter set forth, to postpone the payment of the amount payable by Belgium to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, Belgium hereby gives assurance, to the satisfaction of the President of the United States, of the willingness and readiness of Belgium to make with the Government of each country indebted to Belgium in respect of war, relief, or reparation debts, an agreement in respect of the payment of the amount or amounts payable to Belgium with respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

[1] *Ante*, p. 531.
[2] 47 Stat. 3.

1. Payment of the amount of $7,950,000, payable by Belgium to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Belgium to the United States, according to the terms of the agreement of August 18, 1925, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Belgium to the United States in ten equal annuities of $968,907.76 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The two bonds numbered 007, dated June 15, 1925, maturing June 15, 1932, one in the principal amount of $2,900,000 for account of the Pre-Armistice debt and the other in the principal amount of $1,300,000 for account of the Post-Armistice debt, delivered by Belgium to the United States under the agreement of August 18, 1925, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of August 18, 1925, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal after June 15, 1935, and the option of Belgium provided for in paragraph 5, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of August 18, 1925, between Belgium and the United States, above mentioned, shall remain in all respects in full force and effect except so far as expressly modified by this Agreement.

4. Belgium and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Belgium and the United States, respectively, and in conformity therewith.

5. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

In Witness Whereof, Belgium has caused this Agreement to be executed on its behalf by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury,

with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The Kingdom of Belgium
By

PAUL MAY,
Ambassador Extraordinary and Plenipotentiary

The United States of America
By

OGDEN L. MILLS,
Secretary of the Treasury

Approved:
HERBERT HOOVER,
President

219-919—70——37

CERTIFICATES OF AIRWORTHINESS FOR IMPORTED AIRCRAFT

Exchange of notes at Brussels October 22, 1932, with text of arrangement
Entered into force November 21, 1932
Replaced by agreement of July 19 and December 3, 1957 [1]

48 Stat. 1766; Executive Agreement Series 43

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
BRUSSELS, *October 22, 1932*

No. 907

MR. MINISTER,

I have the honor to communicate to Your Excellency the text of the arrangement between the United States of America and Belgium, providing for the acceptance by the one country of certificates of airworthiness of aircraft imported from the other country as merchandise, as understood by me to have been agreed to in the negotiations which have just been concluded between our two Governments as follows:

AN ARRANGEMENT BETWEEN BELGIUM AND THE UNITED STATES OF AMERICA CONCERNING THE ACCEPTANCE BY ONE OF THE PARTIES OF CERTIFICATES OF AIRWORTHINESS FOR AIRCRAFT IMPORTED AS MERCHANDISE FROM THE TERRITORY OF THE OTHER PARTY

1. The present arrangement applies to civil aircraft constructed in continental United States of America, exclusive of Alaska, and exported to Belgium; and to civil aircraft constructed in Belgium and exported to continental United States of America, exclusive of Alaska.

2. On condition that the agreement be reciprocal, certificates of airworthiness issued by the competent authorities of the Government of the United States in respect of aircraft subsequently registered in Belgium, shall have the same validity as if these certificates had been issued in accordance with the regulations in force on the subject in Belgium. However, the validity of a certificate issued in the United States shall in every case be subject to the issuance by the authorities of the Government of the United States of a special airworthiness certificate for exportation.

[1] 8 UST 2383; TIAS 3954.

3. This arrangement shall apply to civil aircraft of all categories, including those used for public transportation or for private purposes.

4. Each of the Contracting Parties may terminate the present arrangement by giving to the other sixty days notice.

This arrangement will come into force thirty days after the date of this note.

I avail myself of this occasion to renew Your Excellency the assurances of my highest consideration.

HUGH GIBSON

His Excellency
Monsieur PAUL HYMANS
Minister for Foreign Affairs

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

BRUSSELS, *October 22, 1932*

MR. AMBASSADOR,

I have the honor to inform Your Excellency that the Belgian Government undertakes to observe, in its relations with the Government of the United States of America, the terms of the following arrangement relative to the recognition by one of the parties of certificates of airworthiness of aircraft imported as merchandise from the territory of the other party:

[For text of arrangement, see U.S. note, above.]

This agreement shall become effective 30 days from to-day's date.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my highest consideration.

HYMANS

His Excellency
HUGH GIBSON
Ambassador of the United States of America
Brussels

EXTRADITION

Convention signed at Washington June 20, 1935, supplementing convention of October 26, 1901
Ratified by Belgium August 19, 1935
Senate advice and consent to ratification August 24, 1935
Ratified by the President of the United States August 29, 1935
Ratifications exchanged at Brussels October 7, 1935
Proclaimed by the President of the United States October 25, 1935
Entered into force November 7, 1935
Supplemented by convention of November 14, 1963 [1]

49 Stat. 3276; Treaty Series 900

The Governments of the United States of America and His Majesty the King of the Belgians, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Convention concluded between the two countries on October 26, 1901,[2] have resolved to conclude a Supplementary Convention for this purpose and have appointed as their Plenipotentiaries:

The President of the United States of America:
Mr. Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of the Belgians:
Count Robert van der Straten Ponthoz, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States of America;

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed upon the following articles:

ARTICLE I

The following crimes and offenses are added to the list of crimes and offenses numbered 1 to 14 in Article II of the said Convention of October 26, 1901, on account of which extradition may be granted, that is to say;

15. Crimes and offenses committed in violation of legislation on bankruptcy.

[1] 15 UST 2252; TIAS 5715.
[2] TS 409, *ante*, p. 508.

16. Fraud or breach of trust on the part of a depositary, banker, agent, middleman, trustee, executor, administrator, guardian, director or agent of any company or corporation, or on the part of any person occupying a position of trust.

ARTICLE II

The present Convention shall be considered as an integral part of the said Extradition Convention of October 26, 1901, and Article II of the last mentioned Convention shall be read as if the list of crimes and offenses therein contained had originally comprised the additional crimes and offenses specified and numbered 15 and 16 in the first article of the present Convention.

ARTICLE III

The present Convention shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods and shall go into effect one month after the exchange of ratifications, which shall take place at Brussels, as soon as possible.

IN WITNESS WHEREOF, the above named Plenipotentiaries have signed the present Convention, both in the English and French languages, and have hereunto affixed their seals.

DONE in duplicate, at Washington, this twentieth day of June, one thousand nine hundred and thirty-five.

CORDELL HULL [SEAL]
C^te^ R. v. STRATEN [SEAL]

DOUBLE TAXATION: SHIPPING PROFITS

Exchange of notes at Brussels January 28, 1936
Entered into force January 28, 1936; operative from January 1, 1931

49 Stat. 3871; Executive Agreement Series 87

The American Ambassador to the Prime Minister and Minister of Foreign Affairs and Foreign Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
BRUSSELS, *January 28, 1936*

EXCELLENCY:

I have the honor to inform you that, on condition of reciprocity, corporations, including maritime shipping companies, organized in Belgium, the vessels of which, documented under the laws of Belgium, call at American ports, either to load or to unload cargo, or to embark or to land passengers, shall be exempted by the Government of the United States from the payment of taxes on income or profits derived exclusively from the operation of such vessels.

This exemption shall apply even though a Belgian corporation or company has an agency or a branch office in the United States, provided that the activities of the agency or branch office be limited to the direct operation of vessels.

By "maritime shipping companies," shall be understood companies which are managed by an "owner" of vessels, the term "owner" including charterers.

The Government of the United States, on condition of reciprocity, shall likewise exempt from taxation the incomes of Belgian citizens, not residents in the United States, which consist exclusively of earnings derived from the operation of a vessel or vessels documented under the laws of Belgium.

Income or profits derived from the operation of vessels shall also include income or profits derived from the sale in the United States of steamship tickets issued by a Belgian corporation or company.

The exemption provided for above shall apply to profits or income received on or after January 1, 1931. The Government of the United States will, however, refund to a claimant taxes collected by it since January 1, 1931, subject to the statutory period of limitation against refunds.

This exemption may be terminated at any time by either Government on six months' notice given to the other Government.

Accept, Excellency, the renewed assurances of my highest consideration.

DAVE H. MORRIS

His Excellency
Monsieur PAUL VAN ZEELAND
Prime Minister and Minister for
Foreign Affairs and Foreign Commerce

The Prime Minister and Minister of Foreign Affairs and Foreign Commerce to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

BRUSSELS, *January 28th, 1936*

MONSIEUR L'AMBASSADEUR,

I have the honor to inform you that, on condition of reciprocity, corporations, including maritime shipping companies, organized in the United States, the vessels of which, documented under the laws of the United States, call at Belgian ports, either to load or to unload cargo, or to embark or to land passengers, shall be exempted by the Belgian Government from the payment of taxes on income profits derived exclusively from operation of such vessels.

This exemption shall apply even though an American corporation or company has an agency or a branch office in Belgium, provided that the activities of the agency or branch office be limited to the direct operation of vessels.

By "maritime shipping companies" shall be understood companies which are managed by an "owner" of vessels, the term "owner" including charterers.

The Belgian Government, on condition of reciprocity, shall likewise exempt from taxation the incomes of American citizens, not residents in Belgium, which consist exclusively of earnings derived from the operation of a vessel or vessels documented under the laws of the United States.

Income or profits derived from the operation of vessels shall also include income or profits derived from the sale in Belgium of steamship tickets issued by an American corporation or company.

The exemption provided for above shall apply to profits or income received on or after January 1st, 1931. The Belgian Government will, however, refund to a claimant taxes collected by it since January 1st, 1931, subject to the statutory period of limitation against refunds.

This exemption may be terminated at any time by either Government on six months' notice given to the other Government.

Accept, Excellency, the renewed assurances of my highest consideration.

PAUL VAN ZEELAND

His Excellency
Mr. DAVE HENNEN MORRIS
Ambassador of the United States
Brussels

LEND-LEASE [1]

Agreement signed at Washington June 16, 1942
Entered into force June 16, 1942
Supplemented by agreements of January 30, 1943,[2] and April 17 and 19, 1945 [3]

56 Stat. 1504; Executive Agreement Series 254

Whereas the Governments of the United States of America and Belgium declare that they are engaged in a cooperative undertaking, together with every other nation or people of like mind, to the end of laying the bases of a just and enduring world peace securing order under law to themselves and all nations;

And whereas the Governments of the United States of America and Belgium, as signatories of the Declaration by United Nations of January 1, 1942,[4] have subscribed to a common program of purposes and principles embodied in the Joint Declaration made on August 14, 1941 by the President of the United States of America and the Prime Minister of the United Kingdom of Great Britain and Northern Ireland, known as the Atlantic Charter; [5]

And whereas the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941,[6] that the defense of Belgium against aggression is vital to the defense of the United States of America;

And whereas the United States of America has extended and is continuing to extend to Belgium aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Government of Belgium receives such aid and of the benefits to be received by the United States of America in return therefor

[1] See also lend-lease settlement agreements of Sept. 24, 1946 (TIAS 2064, *post*, p. 631); May 12, 1949 (TIAS 2070, *post*, p. 708); Apr. 20, 1950 (1 UST 437; TIAS 2074); and Jan. 20 and Apr. 2, 1954 (5 UST 647; TIAS 2953).
[2] EAS 313, *post*, p. 582.
[3] EAS 481, *post*, p. 594.
[4] EAS 236, *ante*, vol. 3, p. 697.
[5] EAS 236, *ante*, vol. 3, p. 686.
[6] 55 Stat. 31.

219-910—70——38

should be deferred until the extent of the defense aid is known and until the progress of events makes clearer the final terms and conditions and benefits which will be in the mutual interests of the United States of America and Belgium and will promote the establishment and maintenance of world peace;

And whereas the Governments of the United States of America and Belgium are mutually desirous of concluding now a preliminary agreement in regard to the provision of defense aid and in regard to certain considerations which shall be taken into account in determining such terms and conditions and the making of such an agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an agreement in conformity with the laws either of the United States of America or of Belgium have been performed, fulfilled or executed as required;

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:

ARTICLE I

The Government of the United States of America will continue to supply the Government of Belgium with such defense articles, defense services, and defense information as the President of the United States of America shall authorize to be transferred or provided.

ARTICLE II [7]

The Government of Belgium will continue to contribute to the defense of the United States of America and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply.

ARTICLE III

The Government of Belgium will not without the consent of the President of the United States of America transfer title to, or possession of, any defense article or defense information transferred to it under the Act of March 11, 1941 of the Congress of the United States of America or permit the use thereof by anyone not an officer, employee, or agent of the Government of Belgium.

ARTICLE IV

If, as a result of the transfer to the Government of Belgium of any defense article or defense information, it becomes necessary for that Government to take any action or make any payment in order fully to protect any of the rights of a citizen of the United States of America who has patent rights in and to any such defense article or information, the Government of Belgium will take

[7] Supplemented by agreement of Jan. 30, 1943 (EAS 313), *post*, p. 582.

such action or make such payment when requested to do so by the President of the United States of America.

ARTICLE V

The Government of Belgium will return to the United States of America at the end of the present emergency, as determined by the President of the United States of America, such defense articles transferred under this Agreement as shall not have been destroyed, lost or consumed and as shall be determined by the President to be useful in the defense of the United States of America or of the Western Hemisphere or to be otherwise of use to the United States of America.

ARTICLE VI [7]

In the final determination of the benefits to be provided to the United States of America by the Government of Belgium full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Government of Belgium subsequent to March 11, 1941, and accepted or acknowledged by the President on behalf of the United States of America.

ARTICLE VII

In the final determination of the benefits to be provided to the United States of America by the Government of Belgium in return for aid furnished under the Act of Congress of March 11, 1941, the terms and conditions thereof shall be such as not to burden commerce between the two countries, but to promote mutually advantageous economic relations between them and the betterment of world-wide economic relations. To that end, they shall include provision for agreed action by the United States of America and Belgium, open to participation by all other countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, which are the material foundations of the liberty and welfare of all peoples; to the elimination of all forms of discriminatory treatment in international commerce, and to the reduction of tariffs and other trade barriers; and, in general, to the attainment of all the economic objectives set forth in the Joint Declaration made on August 14, 1941, by the President of the United States of America and the Prime Minister of the United Kingdom.

At an early convenient date, conversations shall be begun between the two Governments with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by their own agreed action and of seeking the agreed action of other like-minded Governments.

ARTICLE VIII

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Signed and sealed at Washington in duplicate this sixteenth day of June, 1942.

For the Government of the United States of America:
CORDELL HULL [SEAL]
Secretary of State
of the United States of America

For the Government of Belgium:
C^te^ R. v. STRATEN [SEAL]
Ambassador of Belgium
at Washington

MILITARY SERVICE

Exchanges of notes at Washington March 31, July 31, and October 10 and 16, 1942
Entered into force October 16, 1942; operative from August 4, 1942
Terminated March 31, 1947 [1]

56 Stat. 1889; Executive Agreement Series 304

The Acting Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 31, 1942

EXCELLENCY:

With reference to your Excellency's note no. 1685 and previous correspondence with respect to the enlistment of residents of the United States in the armed forces of Belgium, I have the honor to inform you that special consideration has been given to the views of your Government in the discussions which have taken place between officers of this Department, the War and Navy Departments, and the Selective Service System on the general problem of the application of the United States Selective Training and Service Act of 1940, as amended,[2] to nationals of co-belligerent countries residing in the United States.

As you are aware the Act provides that with certain exceptions every male citizen of the United States and every male person residing in the United States between the ages of eighteen and sixty-five shall register. The Act further provides that, with certain exceptions, registrants within specified age limits are liable for active military service in the United States armed forces.

This Government recognizes that from the standpoint of morale of the individuals concerned and the over-all military effort of the countries at war with the Axis Powers, it would be desirable to permit certain classes of individuals who have registered or who may register under the Selective Training and Service Act of 1940, as amended, to enlist in the armed forces of a co-belligerent country, should they desire to do so. It will be recalled that during the World War this Government signed conventions with certain associated

[1] Upon termination of functions of U.S. Selective Service System (60 Stat. 341).
[2] 54 Stat. 885.

powers on this subject. The United States Government believes, however, that under existing circumstances the same ends may now be accomplished through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citizens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. Individuals who so elect will be physically examined by the armed forces of the United States, and if found physically qualified, the results of such examinations will be forwarded to the proper authorities of the co-belligerent nation for determination of acceptability. Upon receipt of notification that an individual is acceptable and also receipt of the necessary travel and meal vouchers from the co-belligerent government involved, the appropriate State Director of the Selective Service System will direct the local Selective Service Board having jurisdiction in the case to send the individual to a designated reception point for induction into active service in the armed forces of the co-belligerent country. If upon arrival it is found that the individual is not acceptable to the armed forces of the co-belligerent country, he shall be liable for immediate induction into the armed forces of the United States.

Before the above-mentioned procedure will be made effective with respect to a co-belligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments.

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed regime effective immediately with respect to Belgium upon receipt from you of a note stating that your Government desires to participate in it and agrees to the stipulations set forth in lettered paragraphs (a), (b), and (c) above.

Accept, Excellency, the renewed assurances of my highest consideration.

SUMNER WELLES,
Acting Secretary of State

His Excellency
COUNT ROBERT VAN DER STRATEN-PONTHOZ,
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE
D. 488
No. 4421

WASHINGTON, *July 31, 1942*

SIR:

I have the honor to refer to your Excellency's note of March 31, 1942 concerning the application of the U.S.A. Selective Training Service Act of 1940, as amended, to Belgian Nationals residing in the U.S.A.

Your Excellency is well aware that, according to Belgian law, Belgian nationals only and no aliens are liable for military service. Consequently, no American citizen residing on Belgian territory has ever been submitted to military service in Belgian forces; on the other hand, Belgians are liable for military service in the Belgian army wherever they reside.

The Belgian Government had, therefore, reason to expect that Belgians residing in the U.S.A. be given the same treatment regarding military service as is given to Americans living on Belgian territory. In the absence of a de facto reciprocity, the Belgian Government feels that an agreement should have been reached between the U.S.A. and Belgium before Belgian citizens living in the U.S.A. be conscripted for military service in the U.S.A. forces. It may be pointed out in this connection that according to an opinion expressed by the Hague Peace Conference of 1907, the conscription of aliens should be regulated by special treaties between the interested governments.

The Belgian Government regrets that the American Government has adopted, as regards military service, a policy which seriously hampers the efforts of the Belgian Government to carry on the fight against the Axis Powers.

Since Belgium is occupied by the enemy, the Belgian Government lacks man power to reinforce its small armed forces in England as well as to meet the needs of its Colony. With the exception of the few Belgians who succeed in escaping from the occupied country, Belgian nationals residing in free countries and particularly in the U.S.A. constitute the sole available supply of man power for the Belgian Government.

As has already been emphasized, it is of paramount political importance for the Belgian Government to raise and organize an armed force in the present conflict, while the presence of Belgian units fighting under the Belgian flag will be an obvious advantage to the common cause for the future liberation of Belgian territory and the reestablishment of law and order therein.

In the note of March 31st, your Excellency states that the government of the U.S.A. is prepared to initiate a procedure which will permit non-declarant Belgian nationals, who have registered under the U.S.A. Selective Training and Service Act of 1940, as amended, to elect, at any time prior to their induction into the armed forces of the U.S.A., to serve in the armed forces of Belgium, in lieu of service in the forces of the U.S.A.

Although the proposals of the American Government are far from meeting the wishes of the Belgian Government, such as they were set forth in previous notes of this Embassy, in view of the close cooperation between the U.S.A. and Belgium in the prosecution of the war, the Belgian Government is prepared to participate in the régime outlined in your Excellency's note of March 31st.

The Belgian Government agrees that:

A. No threat or compulsion of any nature will be exercised by the Belgian Government to induce any person in the U.S.A. to enlist in the forces of Belgium or of any other foreign government.

It should be understood that this engagement is not intended:

1. to prevent the Belgian Government from informing non-declarant Belgian nationals in the U.S.A. of their military obligations according to the Belgian law, so long as nothing is said or done by the Belgian Government in the U.S.A. by way of threat or compulsion.
2. to waive the right of enforcing the provisions of the Belgian law and those of the Naturalization Convention of 1868 between the U.S.A. and Belgium,[3] upon Belgians residing in the U.S.A. who were called to the colours by the Belgian Government and failed to answer this call before the arrangements proposed in your Excellency's note of March 31st becomes effective.

B. Reciprocal treatment will be granted to American citizens by the Belgian Government, should the conscription of American citizens residing

[3] Convention signed at Brussels Nov. 16, 1868 (TS 24), *ante*, p. 476.

on Belgian soil be established by the Belgian Government; that is, prior to induction in the armed forces of Belgium, these American citizens will be granted the opportunity of electing to serve in the armed forces of the U.S.A. in substantially the same manner as set forth in your Excellency's note of March 31st.

Furthermore, the Belgian Government shall agree to inform all American citizens who may be serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the U.S.A.

It should be understood, however, that the U.S. Government will accord the same right of transfer to Belgian citizens now serving in the U.S.A. forces as is accorded U.S. citizens serving in Belgian forces.

The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments.

C. No enlistments will be accepted in the U.S.A. by the Belgian Government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

In order to make sure that Belgian nationals in the U.S.A. be informed of the conditions of service in the armed forces of Belgium, this Embassy will give the Selective Service System of the U.S.A. pamphlets setting forth the conditions of service, on the understanding that the Selective Service System will make the pamphlets available to non-declarant Belgian nationals who are called up for induction into the armed forces of the U.S.A.

The Belgian Government would also appreciate it if the names and addresses of Belgian subjects who are free to elect to serve in the armed forces of Belgium could be made available to this Embassy.

The Belgian Government referring to this Embassy's note of April 23rd regarding the reentry permits of the Belgian nationals who are permanent residents of the U.S.A. and are serving or will elect to serve abroad in the armed forces of Belgium, assumes that these Belgians will be permitted to return to the U.S.A. at any time within six months after the termination of their service with the Belgian forces.

I avail myself, Sir, of this occasion, to renew to Your Excellency, the assurances of my highest consideration.

R. v. Straten

The Honorable
The Secretary of State
Department of State
Washington, D.C.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 10, 1942

EXCELLENCY:

I have the honor to refer further to your note D.488 no. 4221 [4421] of July 31, 1942 in the matter of the proposed arrangement concerning the services of nationals of one country in the armed forces of the other country.

The appropriate authorities of this Government have given careful consideration to your note, and consider it to contain satisfactory assurances. Accordingly, the reciprocal induction arrangement between the United States and Belgium is considered as having become effective on August 4, 1942, the date on which your note was received in the Department. The appropriate authorities of this Government are being informed accordingly.

In regard to the third paragraph on page 4 of your note, in which you express the understanding of your Government that the Government of the United States will accord the same right of transfer to Belgian citizens now serving in the armed forces of the United States as is accorded to American citizens serving in the Belgian forces, I am pleased to inform you the necessary arrangements have been made by the War Department to release, upon application, all nondeclarant Belgian nationals in the United States forces who desire to be discharged in order that they may transfer to the Belgian forces.

However, in regard to the hope expressed in the penultimate paragraph of your note, that Belgian nationals who elect to serve in the armed forces of Belgium will be permitted to return to the United States within six months after the termination of their service with the Belgian forces, I have to inform you that this matter is still under consideration by the appropriate authorities of the Government. I shall communicate further with you as soon as definite arrangements in regard to this question have been made.

The Director of Selective Service has indicated that it will not be possible for the Selective Service System to furnish the desired names and addresses of Belgian nationals registered under Selective Service, since the compilation of such lists would place an added burden on the local boards which cannot be undertaken at this time. He also states that he assumes that, in so far as Belgium is concerned, the details of the action taken by the Selective Service System will be exactly as outlined in the enclosed local board release of May 2, 1942.[4]

Major W. D. Partlow of the War Department, and Major Sherrow G. Parker of the Selective Service System, will be available to discuss with the appropriate Belgian officials the details relating to this arrangement.

[4] Not printed here.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
G. Howland Shaw

Enclosure:
Local Board Release No. 129,
May 2, 1942.

His Excellency
Count Robert van der Straten-Ponthoz
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

D. 488
No. 6242

Washington, *October 16, 1942*

Sir:

I have the honor to acknowledge the receipt of Your Excellency's letter, dated October 10, 1942, No. 811.2222(1940) 1702, in the matter of the proposed arrangement concerning the service of nationals of one country in the armed forces of the other country.

I have noted that the appropriate authorities of your Government consider my note of July 31, 1942, to contain satisfactory assurances, and that, accordingly, the reciprocal induction arrangement between the United States and Belgium is considered as having become effective on August 4, 1942, the date on which my note was received in the Department.

I have the honor to express my Government's agreement that this arrangement has become effective from said date.

Colonel Diepenrykx, Belgian Military Attaché in Washington, will get in touch with the appropriate American officials in order to discuss the details relating to the arrangement.

I avail myself, Sir, of this occasion, to renew to Your Excellency, the assurances of my highest consideration.

R. v. Straten

The Honorable
The Secretary of State
Department of State
Washington, D.C.

LEND-LEASE [1]

Exchange of notes at Washington January 30, 1943, supplementing agreement of June 16, 1942
Entered into force January 30, 1943; operative from June 16, 1942
Superseded by agreement of April 17 and 19, 1945 [2]

57 Stat. 920; Executive Agreement Series 313

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

D.8492–4
No. 526

WASHINGTON, *January 30, 1943*

SIR:

In the United Nations declaration of January 1, 1942,[3] the contracting governments pledged themselves to employ their full resources, military and economic, against those nations with which they are at war; and in the Agreement of June 16, 1942,[4] each contracting government undertook to provide the other with such articles, services, facilities or information useful in the prosecution of their common war undertaking as each may be in a position to supply. It is further the understanding of the Government of Belgium that the general principle to be followed in providing mutual aid as set forth in the said Agreement of June 16, 1942, is that the war production and the war resources of both Nations should be used by the armed forces of each and of the other United Nation in ways which most effectively utilize the available materials, manpower, production facilities and shipping space.

With a view, therefore, to supplementing Article II and Article VI of the Agreement of June 16, 1942, between our two Governments for the provision of reciprocal aid, I have the honor to set forth the understanding of the Government of Belgium of the principles and procedures applicable to the provision of aid by the Government of Belgium to the armed forces of the United States and the manner in which such aid will be correlated with the maintenance of such forces by the United States Government.

---

[1] See also lend-lease settlement agreements of Sept. 24, 1946 (TIAS 2064, *post*, p. 631); May 12, 1949 (TIAS 2070, *post*, p. 708); Apr. 20, 1950 (1 UST 437; TIAS 2074); and Jan. 20 and Apr. 2, 1954 (5 UST 647; TIAS 2953).

[2] EAS 481, *post*, p. 594.

[3] EAS 236, *ante*, vol. 3, p. 697.

[4] EAS 254, *ante*, p. 571.

1. The Government of Belgium, retaining the right of final decision in each case in the light of its potentialities and responsibilities, will provide the United States or its armed forces with the following types of assistance as such reciprocal aid, when it is found that they can most effectively be procured in Belgium or the Belgian Congo:

a) Supplies, materials, facilities and services for the United States forces, except for the pay and allowances of such forces, administrative expenses, and such local purchases as its official establishments may make other than through the official establishments of the Government of Belgium as specified in paragraph two.

b) Supplies, materials and services needed in the construction of military projects, tasks and similar capital works required for the common war effort in Belgium and the Belgian Congo, except for the wages and salaries of United States citizens.

c) Supplies, materials and services needed in the construction of such military projects, tasks and capital works in territory other than Belgium and the Belgian Congo or territory of the United States to the extent that Belgium or the Belgian Congo is a more practicable source of supply than the United States or another of the United Nations.

2. The practical application of the principles formulated in this note, including the procedure by which requests for aid are made and acted upon, shall be worked out as occasion may require by agreement between the two governments, acting when possible through their appropriate military or civilian administrative authorities. Requests by the United States Government for such aid will be presented by duly authorized authorities of the United States to official agencies of the Belgian Government which will be designated or established by the Government of Belgium for the purpose of facilitating the provision of reciprocal aid.

3. It is the understanding of the Government of Belgium that all such aid, as well as other aid, including information received under Article VI of the Agreement of June 16, 1942, accepted by the President of the United States or his authorized representatives from the Government of Belgium will be received as a benefit to the United States under the Act of March 11, 1941.[5] In so far as circumstances will permit, appropriate record of aid received under this arrangement, except for miscellaneous facilities and services, will be kept by each Government.

If the Government of the United States concurs in the foregoing, I would suggest that the present note and your reply to that effect be regarded as placing on record the understanding of our two governments in this matter and that for clarity and convenience of administration these arrangements

[5] 55 Stat. 31.

be made retroactive to June 16, 1942, the date of the Agreement of the two Governments on the principles of mutual aid.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

R. v. STRATEN

The Honorable
CORDELL HULL
Secretary of State
Washington, D.C.

The Secretary of State to the Belgian Ambssador

DEPARTMENT OF STATE
WASHINGTON
January 30, 1943

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date concerning the principles and procedures applicable to the provision of aid by the Government of Belgium to the armed forces of the United States of America.

In reply I wish to inform you that the Government of the United States agrees with the understanding of the Government of Belgium as expressed in that note. In accordance with the suggestion contained therein, your note and this reply will be regarded as placing on record the understanding between our two Governments in this matter.

This further integration and stengthening of our common war effort gives me great satisfaction.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL
Secretary of State of the
United States of America

His Excellency
Count ROBERT VAN DER STRATEN-PONTHOZ
Belgian Ambassador

JURISDICTION OVER CRIMINAL OFFENSES COMMITTED BY U.S. ARMED FORCES IN BELGIAN CONGO

Exchange of notes at Washington March 31, May 27, June 23 and August 4, 1943
Entered into force August 4, 1943
Expired October 28, 1952,[1] *in accordance with its terms*

58 Stat. 1215; Executive Agreement Series 395

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 31, 1943

EXCELLENCY:

I have the honor to refer to the Department's note of March 12, 1943 concerning an agreement between the United States and Belgium relating to the jurisdiction of American Service courts over members of the armed forces of the United States in the Belgian Congo.

It is the desire of the Government of the United States that the Service courts and authorities of its military and naval forces shall, during the continuance of the present conflict, exercise exclusive jurisdiction over criminal offenses which may be committed in the Belgian Congo by members of such forces.

If cases arise in which for special reasons the Service authorities of this Government may prefer not to exercise the above jurisdiction, it is proposed that in any such case a written statement to that effect shall be sent to the Belgian Government through diplomatic channels, in which event it would be open to the Belgian authorities to assume jurisdiction.

Assurance is given that the Service courts and authorities of the United States forces in the Belgian Congo will be willing and able to try and on conviction to punish all criminal offenses which members of the United States forces may be alleged on sufficient evidence to have committed in the Belgian Congo, and that the United States authorities will be willing in principle

[1] Six months after entry into force for the United States of treaty of peace with Japan (3 UST 3169; TIAS 2490).

to investigate and deal appropriately with any alleged criminal offenses committed by such forces in the Belgian Congo which may be brought to their attention by the competent Belgian authorities or which the United States authorities may find have taken place.

In so far as may be compatible with military security, the Service authorities of the United States will conduct the trial of any member of the United States forces for an offense against a member of the civilian population promptly in open court and within a reasonable distance from the place where the offense is alleged to have been committed so that witnesses may not be required to travel great distances to attend the trial.

The competent American authorities will be prepared to cooperate with the authorities of the Belgian Congo in setting up a satisfactory procedure for affording such mutual assistance as may be required in making investigations and collecting evidence with respect to offenses alleged to have been committed by members of the armed forces of the United States. As a general rule it would probably be desirable that preliminary action be taken by the authorities of the Belgian Congo on behalf of the American authorities where the witnesses or other persons from whom it is desired to obtain testimony are not members of the United States forces. In the prosecution in the courts of the Belgian Congo of persons who are not members of the United States forces but where members of such forces are in any way concerned, the Service authorities of the United States will be glad to render such assistance as is possible in obtaining testimony of members of such forces or in making appropriate investigations.

It is proposed that the foregoing arrangement shall be in effect during the present war and for a period of six months thereafter.

If the above arrangement is acceptable to the Belgian Government, this note and the reply thereto accepting the provisions outlined shall be regarded as placing on record the understanding between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency
COUNT ROBERT VAN DER STRATEN-PONTHOZ
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

D. 6801
No. 2689

WASHINGTON, *May 27th, 1943*

SIR:

I have the honor to refer to Your Excellency's letter of March 31st, concerning an agreement between the United States and Belgium relating to

the jurisdiction of American Service courts over members of the armed forces of the United States in the Belgian Congo.

The Belgian Government assumes that in this arrangement the words "criminal offenses" include all criminal offenses within the law of the Belgian Congo. My Government also assumes that this arrangement provides only for the punishment of criminal offenses and that all actions (actions civiles) involving the collection of damages for injury which may be caused by such offenses will remain within the province of the courts of the Belgian Congo.

If this interpretation meets with the approval of Your Excellency, the Belgian Government suggests that the two points indicated above be specified in the arrangement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

R. v. Straten

The Honorable
The Secretary of State
Department of State
Washington, D.C.

The Secretary of State to the Belgian Ambassador

Department of State
Washington
June 23, 1943

Excellency:

I have the honor to refer to your note no. 2689 of May 27, 1943 with further reference to jurisdiction of American Service courts over members of the armed forces of the United States in the Belgian Congo.

The words "criminal offenses" in the proposed agreement were intended to include all such offenses committed in the Belgian Congo. Of course military courts of the United States cannot apply the law of the Belgian Congo as such. It is assumed however that offenses under that law would also be offenses under the law of the United States. In this connection it may be pointed out that courts-martial of the United States have jurisdiction over common law offenses as will be indicated by the following provisions of the Articles of War (Act of June 4, 1920, 41 Stat. 787):

Article 92:

"Any person subject to military law who commits murder or rape shall suffer death or imprisonment for life, as a court-martial may direct; but no person shall be tried by court-martial for murder or rape committed within the geographical limits of the States of the Union and the District of Columbia in time of peace."

Article 93 states:

"Any person subject to military law who commits manslaughter, mayhem, arson, burglary, housebreaking, robbery, larceny, embezzlement, perjury, forgery, sodomy, assault with intent to commit any felony, assault with intent to do bodily harm with a dangerous weapon, instrument, or other thing, or assault with intent to do bodily harm, shall be punished as a court-martial may direct."

Article 96 provides:

"Though not mentioned in these articles, all disorders and neglects to the prejudice of good order and military discipline, all conduct of a nature to bring discredit upon the military service, and all crimes or offenses not capital, of which persons subject to military law may be guilty, shall be taken cognizance of by a general or special or summary court-martial, according to the nature and degree of the offense, and punished at the discretion of such court."

Offenses against local laws not specifically mentioned in Articles 92 and 93 of the Articles of War may be adequately punished under Article 96 as offenses of a nature to bring discredit upon the military service. It is believed that this matter is adequately covered by the fourth paragraph of my note of March 31, 1943 which gives assurance that the service courts and authorities of the United States will be willing and able to try and punish all criminal offenses which members of such forces may commit in the Belgian Congo.

The Belgian Government is correct in its assumption that the proposed arrangement is intended to cover only offenses of a criminal nature. Should experience indicate the necessity of special arrangements concerning civil cases the matter will then be taken up with you. However, in connection with actions for damages on account of injuries to persons or property by members of the armed forces of the United States in the Belgian Congo it may be stated that the military authorities of the United States are empowered to set up military claims commissions to consider such cases in foreign countries. Claims in amounts up to $5,000 may be adjudicated and paid by the military authorities. Claims in excess of that amount may be recommended to Congress for payment by the Secretaries of War or Navy. Should the necessity be apparent such commission, will, no doubt, be provided for in the Belgian Congo.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
BRECKINRIDGE LONG

His Excellency
Count ROBERT VAN DER STRATEN-PONTHOZ
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

D. 6801 B
No. 3789

WASHINGTON, *August 4th, 1943*

SIR,

I have the honor to refer to Your Excellency's notes of March 31st. and June 23rd. in the matter of the proposed arrangement between the United States and Belgium relating to jurisdiction of American Service Courts over members of the armed forces of the United States in the Belgian Congo.

I have been instructed to inform Your Excellency that the Belgian Government accepts the provisions of the proposed arrangement such as were outlined in the abovementioned notes.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

R. v. STRATEN

The Honorable
THE SECRETARY OF STATE
Department of State
Washington, D.C.

CIVIL AFFAIRS: ADMINISTRATION AND JURISDICTION

Agreement signed at London May 16, 1944
Supplemented by agreement of April 2, 1946 [1]
Replaced by agreement of April 29, 1948 [2]

Department of State files

MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM RESPECTING THE ARRANGEMENTS FOR CIVIL ADMINISTRATION AND JURISDICTION IN BELGIAN TERRITORY LIBERATED BY AN ALLIED EXPEDITIONARY FORCE

The discussions which have taken place between the representatives of the United States of America and Belgium concerning the arrangements to be made for civil administration and jurisdiction in Belgian territory liberated by an Allied Expeditionary Force under an Allied Commander in Chief have led to agreement upon the following broad conclusions.

The agreed arrangements set out below are intended to be essentially temporary and practical and are designed to facilitate as far as possible the task of the Commander in Chief and to further our common purpose, namely, the speedy expulsion of the Germans from Belgium and the final victory of the Allies over Germany.

1. In areas affected by military operations it is necessary to contemplate a first or military phase during which the Commander in Chief of the Expeditionary Force on land must de facto exercise supreme responsibility and authority to the full extent necessitated by the military situation.

2. As soon as, and to such extent as, in the opinion of the Commander in Chief the military situation permits the resumption by the Belgian Government of responsibility for the civil administration, he will notify the appropriate representative of the Belgian Government accordingly. The Belgian Government will thereupon, and to that extent, resume such exercise of responsibility, subject to such special arrangements as may be required in areas of vital importance to the Allied forces, such as ports, lines of communication and airfields, and without prejudice to the enjoyment by the

[1] *Post*, p. 615.
[2] *Post*, p. 661.

Allied forces of such other facilities as may be necessary for the prosecution of the war to its final conclusion.

3. *a.* During the first phase the Commander in Chief will make the fullest possible use of the advice and assistance which will be tendered to him through Belgian liaison officers, attached to his staff for civil affairs and included in the personnel of a Belgian Military Mission to be appointed by the Belgian Government. He will also make the fullest possible use of loyal Belgian local authorities.

b. The Belgian liaison officers referred to in subparagraph *a* above will, so far as possible, be employed as intermediaries between the Allied Military authorities and the Belgian local authorities.

4. During the first phase the Belgian Government will promulgate or pass such legislation as in their opinion may be required after consultation with the Commander in Chief.

5. *a.* In order to facilitate the administration of the territory during the first phase the Belgian Government will reorganize or reestablish the Belgian administrative and judicial services, through whose cooperation the Commander in Chief can discharge his supreme responsibility. For this purpose the instructions of the Belgian Government will be communicated through the appropriate members of the Belgian Military Mission referred to in subparagraph 3 *a* above or the Auditeur Général, Haut Commissaire a la Sécurité de l'État, as the case may be. However, the appropriate members of the Belgian Military Mission are authorized to act on the spot in the event the normal procedure, as prescribed in the preceding sentence, is impracticable or impossible.

b. The appointment of the Belgian administrative and judicial services will be effected by the competent Belgian authorities in accordance with Belgian law. If during the first phase conditions should necessitate appointments in the Belgian administrative or judicial services, such appointments will be made after consultation with the Commander in Chief, who may request the Belgian authorities to make appointments when he considers it necessary.

6. *a.* Members of the Belgian armed forces serving in Belgian units with the Allied Expeditionary Force in Belgian territory will come under the exclusive jurisdiction of Belgian courts. Other Belgians who, at the time of entering Belgium as members of the Allied Expeditionary Force, are serving in conditions which render them subject to Allied naval, military or air force law, will not be regarded as members of the Belgian armed forces for this purpose.

b. Persons who are subject to the exclusive jurisdiction of the Belgian authorities in the absence of Belgian authorities may be arrested by the Allied Military Police and detained by them until they can be handed over to competent Belgian authorities.

7. In the exercise of jurisdiction over civilians, the Belgian Government will make the necessary arrangements for insuring the speedy trial in the vicinity by Belgian courts of such civilians as are alleged to have committed offenses against the persons, property, or security of the Allied forces or against such proclamations of the Commander in Chief as fall within the limits of the jurisdiction which, during the "État de Siège" can be exercised by Belgian military authorities, without prejudice however to the power of the Commander in Chief, if military necessity requires, to bring to trial before a military court any person alleged to have committed an offense of this nature.

8. Without prejudice to the provisions of paragraph 15, Allied service courts and authorities will have exclusive jurisdiction over all members of the Allied forces respectively and over all persons of non-Belgian nationality not belonging to such forces who are employed by or who accompany those forces and are subject to Allied naval, military, or air force law. The question of jurisdiction over such merchant seamen of non-Belgian nationality as are not subject to Allied service law will require special consideration and should form the subject of a separate agreement.

9. Persons thus subject to the exclusive jurisdiction of Allied service courts and authorities may, however, be arrested by the Belgian police for offenses against Belgian law, and detained until they can be handed over for disposal to the appropriate Allied service authority. A certificate signed by an Allied officer of field rank or its equivalent, that the person to whom it refers belongs to one of the classes mentioned in paragraph 8, shall be conclusive. The procedure for handing over such persons is a matter for local arrangement.

10. The Allied Commander in Chief and the Belgian authorities will take the necessary steps to provide machinery for such mutual assistance as may be required in making investigations, collecting evidence, and securing the attendance of witnesses in relation to cases triable under Allied or Belgian jurisdiction.

11. There shall be established by the respective Allies claims commissions to examine and dispose of claims for compensation for damage or injury preferred by Belgian civilians against the Allied forces exclusive of claims for damage or injury resulting from enemy action or operations against the enemy.

12. Members of the Allied forces and organizations and persons employed by or accompanying those forces, and all property belonging to them or to the Allied Governments, shall be exempt from all Belgian taxation (including customs) except as may be subsequently agreed between the Allied and Belgian Governments. The Allied authorities will take the necessary steps to insure that such property is not sold to the public in Belgium except in agreement with the Belgian Government.

13. The Commander in Chief shall have power to requisition civilian labor, billets and supplies and make use of lands, buildings, transportation and other services for the military needs of his command. Requisitions will be effected where possible through Belgian authorities and in accordance with Belgian law. For this purpose the fullest use will be made of Belgian liaison officers attached to the Staff of the Commander in Chief.

14. The immunity from Belgian jurisdiction and taxation resulting from paragraphs 8 and 12 will extend to such selected civilian officials and employees of the Allied Governments present in Belgium on duty in furtherance of the purposes of the Allied Expeditionary Force as may from time to time be notified by the Commander in Chief to the competent Belgian authority.

15. Should circumstances in future be such as to require provision to be made for the exercise of jurisdiction in civil matters over non-Belgian members of the Allied forces present in Belgium, the Allied Governments concerned and the Belgian Government will consult together as to the measures to be adopted.

16. Other questions arising as a result of the liberation of Belgian territory by an Allied Expeditionary Force (in particular questions relating to finance, currency, the ultimate disposition of booty, the custody of enemy property, and the attribution of the cost of maintaining the civil administration during the first phase) which are not dealt with in this agreement shall be regarded as remaining open and shall be dealt with by further agreement as may be required.[3]

IN WITNESS WHEREOF, this instrument has been executed in duplicate as of this 16th day of May, 1944, on behalf of the parties hereto under the respective authorizations hereinafter set forth.

Pursuant to the decision of the Belgian Council of Ministers of May 9th, 1944, I hereby execute this instrument on behalf of the Kingdom of Belgium.

HUBERT PIERLOT
Prime Minister and Minister for National Defence

Pursuant to instructions from the Joint Chiefs of Staff, I hereby execute this instrument on behalf of the United States of America.

DWIGHT D. EISENHOWER
General, United States Army

[3] For an agreement of Apr. 2, 1946, supplementing para. 16, see *post*, p. 615.

LEND-LEASE: SUPPLIES AND SERVICES[1]

Agreement signed at Washington April 17, 1945, with schedule and memorandum of interpretation; exchanges of notes at Washington April 17 and 19 and May 19, 1945
Entered into force April 17, 1945

59 Stat. 1642; Executive Agreement Series 481

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM UNDER SECTION 3(C) OF THE LEND-LEASE ACT[2]

As parties signatory to the United Nations Declaration of January 1, 1942,[3] the Government of the United States of America and the Government of Belgium have pledged themselves to employ their full resources, military and economic, against those nations with which they are at war. In the agreement of June 16, 1942[4] between the Government of the United States of America and the Government of Belgium, each contracting Government undertook to provide the other with such articles, services, facilities and information useful in the prosecution of their common war undertaking as each may be in a position to supply.

The Government of the United States of America and the Government of Belgium desire to insure the continuing provision of such articles, services, facilities or information without interruption owing to any uncertainty as to the date when the military resistance of the common enemy may cease; and desire to insure further that such articles, services, facilities or information as shall be agreed to be furnished by the United States for the purpose of providing war aid to the Government of Belgium, shall be disposed of and transferred, following a determination by the President that such aid is no longer necessary to the prosecution of the war, in an orderly manner which will best promote their mutual interests.

For the purpose of attaining the above-stated objectives, the Government

---

[1] See also lend-lease settlement agreements of Sept. 24, 1946 (TIAS 2064, *post*, p. 631); May 12, 1949 (TIAS 2070, *post*, p. 708); Apr. 20, 1950 (1 UST 437; TIAS 2074); and Jan. 20 and Apr. 2, 1954 (5 UST 647; TIAS 2953).

[2] 55 Stat. 31.

[3] EAS 236, *ante*, vol. 3, p. 697.

[4] EAS 254, *ante*, p. 571.

of the United States of America and the Government of Belgium agree as follows:

ARTICLE I

All aid undertaken to be provided by the United States of America under this agreement shall be for Metropolitan Belgium and shall be made available under the authority and subject to the terms and conditions of the Act of Congress of March 11, 1941,[2] as amended and any appropriation acts thereunder.

ARTICLE II

The United States of America will transfer or render to the Government of Belgium such of the articles and services set forth in the Schedule annexed hereto as the President of the United States of America may authorize to be provided prior to a determination by the President that such articles and services are no longer necessary to the prosecution of the war. Any articles and services set forth in that Schedule transferred or rendered to the Government of Belgium prior to such determination shall be provided upon terms the final determination of which shall be deferred until the extent of lend-lease aid provided by the United States of America and of reciprocal aid provided by the Government of Belgium is known and until the progress of events makes clearer the final terms, conditions and benefits which will be in the mutual interests of the United States of America and Belgium in accordance with the terms of the agreement of June 16, 1942, and which will promote the establishment and maintenance of world peace.

ARTICLE III

After a determination by the President of the United States of America that any of the articles and services set forth in the Schedule annexed hereto are no longer necessary to the prosecution of the war, the United States of America will transfer or render, within such periods of time as may be authorized by law, and the Government of Belgium will accept, such articles and services as shall not have been transferred or rendered to the Government of Belgium prior to said determination.

The Government of Belgium undertakes to pay the United States of America in dollars for the articles and services transferred or rendered under the provisions of this Article in accordance with the terms and conditions prescribed in the Schedule annexed hereto.

ARTICLE IV

Changes may be made from time to time in the items set forth in the Schedule annexed hereto, by mutual agreement between the Government of the United States of America and the Government of Belgium.

The Government of Belgium shall be released from its obligation to accept articles or services, under Article III above, upon payment to the Govern-

ment of the United States of America of any net losses to the Government of the United States of America including contract cancellation charges resulting from the determination of the Government of Belgium not to accept such articles or services.

Delivery of any articles or services, under the provisions of Article III may be withheld by the Government of the United States of America without cost to the Government of Belgium whenever the President determines that such action is in the national interest.

ARTICLE V

Any amount paid to the Government of the United States of America pursuant to the terms of this Agreement shall be deemed to be among the benefits or considerations provided by the government of Belgium pursuant to Article VI of the agreement of June 16, 1942.

ARTICLE VI

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Signed and sealed at Washington this 17th day of April, 1945.

For the Government of the United States of America:

E. R. STETTINIUS, Jr. [SEAL]
Secretary of State of the United States of America

For the Government of Belgium:

GUTT [SEAL]
Former Minister of Finance of Belgium

SILVERCRUYS [SEAL]
Ambassador Extraordinary and Plenipotentiary of Belgium in Washington

SCHEDULE

The terms and conditions upon which the articles and services listed below are to be transferred by the United States of America to the Government of Belgium after the determination by the President of the United States of America that such aid is no longer necessary to the prosecution of the war, in accordance with Article III of this Agreement, are as follows:

A. Unless otherwise provided by mutual agreement, transfers of articles to the Government of Belgium shall take place immediately upon loading of the articles on board ocean vessel in a United States port, provided, that those articles which, prior to the end of the periods authorized by law, shall have been contracted for by the United States Government and shall

not have been transferred to the Government of Belgium as above set forth, shall be deemed to be transferred to the Government of Belgium upon the last day of such periods. Risk of loss with respect to articles to be transferred to the Government of Belgium shall pass in accordance with the customary practice of the United States Government with respect to transfers under the Act of Congress of March 11, 1941, unless otherwise provided by mutual agreement.

B. The amount which the Government of Belgium shall pay to the United States of America for articles transferred under the provisions of Article III of this Agreement shall be the total purchase price, as determined by the President of the United States of America, and said total purchase price shall be the price of the articles as determined under paragraph 2 hereof plus the additional costs (incidental to delivery at shipside) set forth in paragraph 3 hereof.

1. In the determination of the price under paragraph 2 the following definitions shall apply:

(a) The term "contract price" means the contract price f. o. b. point of origin paid by the United States Government to the contractor.

(b) The term "current sale price" with respect to any articles means the market price as of the date of transfer to the Government of Belgium of articles of similar quality and in similar quantity as determined by the President.

2. The price of the articles shall be determined as follows:

(a) If the articles transferred to the Government of Belgium are provided out of articles delivered to a United States Government agency pursuant to an order or contract determined by the President to have been placed for some purpose other than that of filling a requisition or request filed by the Government of Belgium, the price shall be the current sale price.

(b) If the articles transferred to the Government of Belgium have been the subject of a contract or order placed by a United States Government agency for the purpose of filling a requisition or request filed by the Government of Belgium and have been made available by the supplier for shipment prior to the day on which the President shall have determined that such articles are no longer necessary to the prosecution of the war, the price shall be the current sale price or the contract price less 5 per cent thereof, whichever is lower.

(c) If the articles transferred to the Government of Belgium have been the subject of a contract or order placed by a United States Government agency for the purpose of filling a requisition or request filed by the Government of Belgium and have been made available by the supplier for shipment on or after the day on which the President shall have determined that such

articles are no longer necessary to the prosecution of the war, the price shall be the contract price.

(d) For the purpose of subparagraphs (b) and (c) above, the articles shall be deemed to have been made available for shipment by the supplier on the date of issuance of the United States Government Bill of Lading (inland) under which the articles were shipped.

3. The additional costs to be added to the price to arrive at the total purchase price shall be the costs incurred by the United States of America for inland transportation, storage and other charges incidental to delivery of the articles at shipside. The United States of America will inform the Government of Belgium from time to time of the amount of such costs incurred and the bases on which they have been determined.

C. Payment of the total purchase price for all articles transferred under the provisions of Article III of this Agreement, shall be made by the Government of Belgium on or before July 1, 1975.

1. Payment of the total purchase price of any article so transferred shall be made in equal annual installments, the first of which shall become due and payable on July 1, 1946, or on the first of July next following the day on which such article shall have been transferred, whichever is later.

2. Nothing herein shall be construed to prevent the Government of Belgium from anticipating the payment of any such installments or any part thereof.

3. If by agreement of the United States of America and the Government of Belgium it is determined that, because of extraordinary and adverse economic conditions arising during the course of payment, the payment of a due installment would not be in the joint interest of the United States of America and the Government of Belgium, payment may be postponed for an agreed upon period.

D. Interest on the unpaid balances of the total purchase price determined under Section B above for any article so transferred, shall be paid by the Government of Belgium at the fixed rate of two and three-eighths percent per annum, accruing from the first day of July, 1946 or from the first day of July next following the day on which such article shall have been transferred, whichever is later. Interest shall be payable annually, the first payment to be made on the first day of July next following the first day of July on which such interest began to accrue.

E. The Government of Belgium shall pay to the United States of America the cost of the services listed in this schedule to the extent that such services shall be rendered to the Government of Belgium following the determination by the President that such services are no longer necessary to the prosecution of the war. The cost of such services, so rendered, shall be determined by

the President of the United States of America and shall be paid by the Government of Belgium in accordance with the same terms as provided for the payment of the total purchase price of the articles provided hereunder, as set forth in Section C above. Interest shall be paid on the unpaid balances of the cost of such services in accordance with the terms of Section D hereof.

F. The total purchase price value of all the articles and services in this Schedule 1 shall not exceed $325,200,000. Such articles and services and their estimated cost to the Government of the United States of America are as follows:

Raw materials	$90, 000, 000
Food	75, 000, 000
Petroleum	14, 000, 000
Agricultural supplies	18, 000, 000
Clothing, footwear and shoe repair materials	5, 000, 000
Medical supplies	1, 500, 000
Short life equipment for industrial and transport facilities used in war production	77, 000, 000
Prisoner of war supplies	2, 500, 000
Freight charges on United States vessels	42, 200, 000
Total	$325, 200, 000

MEMORANDUM OF INTERPRETATION WITH RESPECT TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM UNDER SECTION 3(C) OF THE LEND-LEASE ACT

The Government of the United States of America directs the attention of the Government of Belgium to the proposed agreement under Section 3 (c) of the Lend-Lease Act and in particular to Article IV thereof. Under Article IV this Government will review, from time to time, and particularly at the conclusion of hostilities in Europe, as determined by the President, articles and services set forth in the Schedule annexed to the Agreement in order to determine whether the delivery of such articles or services should be withheld in the national interest of the United States. The reservation made by this Government in Article IV to withhold delivery of articles and services "whenever the President determines that such action is in the national interest" constitutes a broad power to cancel or revoke procurement programs or contracts. It is not possible to predict with precision what occasions or circumstances may arise in the future which may require this Government to withhold delivery. Actual delivery will always be subject to the development of the military situation, and the changing demands of strategy, as well as to economic and financial factors which affect the national interest of this Government.

The Government of the United States of America expects that all articles and services transferred to the Government of Belgium on or before February 28, 1945, pursuant to the exchange of notes between the Foreign Economic Administration and the Belgian Ambassador to the United States on

October 20 and October 25, 1944,[5] will be paid for in United States dollars in accordance with the terms of those notes and any articles and services requisitioned in accordance with the provisions of those notes but transferred after February 28, 1945 will be regarded, if appropriate, as deliveries under the Schedule annexed to the Agreement.

The Government of the United States of America further wishes to point out that, in view of the existing economic and governmental relationships and arrangements between the Government of Belgium and the Grand Duchy of Luxembourg, and the fact that the Government of Belgium and the Grand Duchy of Luxembourg are employing their resources together in the prosecution of the war against the common enemy, it is understood that some of the articles, or an appropriate portion thereof, delivered under this Agreement are required for use or consumption within the Grand Duchy of Luxembourg, and that the Government of Belgium and the Grand Duchy of Luxembourg will make such arrangements between them as may be needed to effectuate such use or consumption within the Grand Duchy of Luxembourg. The Government of the United States of America therefore consents to the transfer by the Government of Belgium of such articles, or an appropriate portion thereof, to the Grand Duchy of Luxembourg.

It is further understood that the Government of Belgium will be obligated to pay currently for civilian supplies furnished by the combined military authorities under "Plan A" or "Plan A" as modified. Payment will be made in accordance with the arrangements to be made with the governments which have furnished the supplies, and in United States dollars to the extent determined under such arrangements.

It is, of course, understood that in the implementation of the provisions of any lend-lease agreement with the Government of Belgium, the Government of the United States of America will act in accordance with its Constitutional procedures.

E. R. Stettinius, Jr.

Department of State
Washington, April 17, 1945

Exchanges of Notes

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

Washington, *April 17, 1945*

Sir:

Several questions of interpretation have arisen with respect to the language of the Agreement between our two Governments under Section 3 (c) of

---

[5] Not printed here.

the Lend Lease Act. I believe it will be helpful to indicate the understanding which my Government now has with respect to these questions and I would appreciate an expression from you as to whether or not these understandings are correct.

1. It is the understanding of my Government that the Agreement does not apply to arms and munitions, and that arms and munitions now or hereafter provided to my Government will be supplied, on a straight lend lease basis, under the Agreement of June 16, 1942 between our two Governments on the principles applying to mutual aid.

2. We understand that in general it is not the intention of the United States Government to exercise its right under Article V of the Agreement between our two Governments dated June 16, 1942 to recapture any articles for which the Government of Belgium has paid or is to pay the United States Government. If, however, the United States Government should exercise this right with respect to any such articles, appropriate arrangements will be made for repayment to the Government of Belgium.

3. With reference to the last paragraph of Article III of the Agreement under Section 3 (c) of the Lend Lease Act, it is the understanding of my Government that no articles or services will be transferred or rendered to my Government under that Article unless they have been requisitioned by my Government.

4. In the first paragraph of Article IV of the Agreement under Section 3 (c) of the Lend Lease Act, it is stated that changes may be made from time to time in the items set forth in the Schedule annexed thereto, by mutual agreement between the United States of America and the Government of Belgium. It is our understanding that this language means that not only the items but also the values expressed for each item in the Schedule and the total value expressed for the whole Schedule, may be modified by mutual agreement.

5. With regard generally to the provisions of the Agreement under Section 3 (c) of the Lend Lease Act with reference to risk of loss and transfer, as expressed in Section A of the Schedule annexed to the Agreement, it is my understanding that a suitable opportunity will be given to representatives of my Government, in accordance with the general procedures of your Government, to inspect articles proposed to be transferred before their transfer.

6. With reference to the provision of the Schedule annexed to the Agreement under Section 3 (c) of the Lend Lease Act that risk of loss shall pass in accordance with the customary practice of the United States Government with respect to transfers under the Act of Congress of March 11, 1941, it is the understanding of my Government that under the practice referred to risk of loss usually passes when the articles leave the possession of the supplier or are withdrawn from United States Government stock.

7. With reference to the provision of Section A of the Schedule annexed to the Agreement under Section 3 (c) of the Lend Lease Act that "those articles which, prior to the end of the periods authorized by law, shall have been contracted for by the United States Government and shall not have been transferred to the Government of Belgium as above set forth, shall be deemed to be transferred to the Government of Belgium upon the last day of such periods", it is the understanding of my Government that the term "periods" refers to the period as now provided for by the last clause of section 3 (c) of the Lend Lease Act, or as such period may hereafter be extended by amendment of that Act, during which the powers conferred by or pursuant to Section 3 (a) of that Act may be exercised to the extent necessary to carry out a contract or agreement made under Section 3 (c) of that Act.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

SILVERCRUYS
Belgian Ambassador

The Honorable EDWARD R. STETTINIUS, Jr.
Secretary of State
Washington, D.C.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 17, 1945

MY DEAR MR. AMBASSADOR:

In reply to your letter of today's date outlining your Government's understanding of seven questions which have arisen with respect to the language of the Agreement between our two Governments under Section 3 (c) of the Lend-Lease Act, I am pleased to state that the understanding of your Government coincides with the views held by the Government of the United States in respect to these matters.

Sincerely yours,

E. R. STETTINIUS, Jr.

His Excellency
Baron ROBERT SILVERCRUYS
Belgian Ambassador

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 17, 1945

MY DEAR MR. AMBASSADOR:

In the Memorandum of Interpretation accompanying the Agreement under Section 3 (c) of the Lend-Lease Act which was signed by our Governments today, there is set forth the understanding of my Government that some of the articles to be delivered under the Agreement will be required for use or consumption within the Grand Duchy of Luxembourg and that the Government of Belgium and the Government of the Grand Duchy of Luxembourg will make the necessary arrangements to effectuate such use or consumption within the Grand Duchy of Luxembourg.

You will understand that if my Government should not be able to conclude arrangements with the Grand Duchy of Luxembourg required by the Lend-Lease Act, my Government's consent to future retransfers to the Grand Duchy of Luxembourg, as expressed in the Memorandum accompanying the 3 (c) Agreement, will have to be qualified or revoked.

Sincerely yours,

E. R. STETTINIUS, Jr.

His Excellency
Baron ROBERT SILVERCRUYS
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

No. 2369
Dos. 8492/9

WASHINGTON, *April 19th, 1945*

MY DEAR MR. SECRETARY:

With reference to the Schedule attached to the Agreement between the United States of America and Belgium, under Section 3 (c) of the Lend-Lease Act, I note that the amount of $42,000,000.00 has been set for freight charges on American vessels.

After discussion of this matter with the experts of the "Mission Economique Belge", I feel that due to the fact that an important part of the supplies from United States to Belgium will be shipped on vessels that are not under American Registry, the amount of $42,000,000. seems far in excess of the freight payments which could possibly be made for transport on American ocean vessels.

Under Article IV of said Agreement, changes may be made from time to time in the items set forth in the Schedule annexed thereto. However, in connection with the conclusion of the Agreement, I should like to state, for the record, that if in the near future the estimate of the experts of the "Mission Economique Belge" proves to be correct, I will request a transfer of part of this amount to other items of the schedule.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable E. STETTINIUS
Secretary of State
Washington, D.C.

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

D. 8492/9
No. 2370

WASHINGTON, *April 19th, 1945*

MY DEAR MR. SECRETARY,

With respect to paragraph B of the Schedule attached to the Agreement between the United States of America and Belgium, under Section 3 (c) of the Lend-Lease Act, I wish to state that my Government has accepted the provisions concerning the determination of the price, subject to the condition that in case a different manner of determination should be set forth in a similar Agreement between the United States of America and another country, my Government would expect to obtain the benefit of the provisions relating to price determination as embodied in such an Agreement. I should be grateful if you would kindly confirm that this is also the understanding of your Government.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable E. STETTINIUS
Secretary of State
Washington, D.C.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 19, 1945

MY DEAR MR. AMBASSADOR:

I acknowledge the receipt of your letter of April 19, 1945 in which you state that in respect to the price arrangements contained in paragraph B of

the Schedule attached to the Lend-Lease Agreement of April 17, 1945 between the United States and Belgium, your Government would expect to obtain the benefit of comparable price provisions contained in a similar Agreement between the United States and any other country.

The Government of the United States has the intention of treating each country in its individual relationship with the United States fairly and equitably in all matters pertaining to lend-lease and the general procurement of supplies in the United States. However, the United States does not consider it necessary that comparable arrangements in similar agreements between the United States and any other country should contain identical or equally favorable provisions. It is sufficient that the individual lend-lease arrangements established between the United States and each country shall be reasonable. The relatively temporary character of lend-lease, the numerous and dissimilar factors involved in the lend-lease relationships of the United States and the rapidly changing war situation compel this Government to retain freedom of action in negotiating individual lend-lease agreements.

Sincerely yours,

JOSEPH C. GREW
Acting Secretary

His Excellency
Baron ROBERT SILVERCRUYS
Belgian Ambassador

LEND-LEASE: PRINCIPLES APPLYING TO AID TO U.S. ARMED FORCES[1]

Exchanges of notes at Washington April 17 and 19, 1945
Entered into force April 19, 1945; operative from June 16, 1942

59 Stat. 1652; Executive Agreement Series 481

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

WASHINGTON, *April 17, 1945*

SIR:

In the United Nations declaration of January 1, 1942,[2] the contracting governments pledged themselves to employ their full resources, military and economic, against those nations with which they are at war; and in the Agreement of June 16, 1942,[3] each contracting government undertook to provide the other with such articles, services, facilities or information useful in the prosecution of their common war undertaking as each may be in a position to supply. It is further the understanding of the Government of Belgium that the general principle to be followed in providing mutual aid as set forth in the said Agreement of June 16, 1942, is that the war production and the war resources of both Nations should be used by the armed forces of each and of the other United Nations in ways which most effectively utilize the available materials, manpower, production facilities and shipping space.

With a view, therefore, to supplementing Article II and Article VI of the Agreement of June 16, 1942, between our two Governments for the provision of reciprocal aid, I have the honor to set forth the understanding of the Government of Belgium of the principles and procedures applicable to the provision of aid by the Government of Belgium to the armed forces of the United States and the manner in which such aid will be correlated with the maintenance of such forces by the United States Government.

---

[1] See also lend-lease settlement agreements of Sept. 24, 1946 (TIAS 2064, *post*, p. 631); May 12, 1949 (TIAS 2070, *post*, p. 708); Apr. 20, 1950 (1 UST 437; TIAS 2074); and Jan. 20 and Apr. 2, 1954 (5 UST 647; TIAS 2953).

[2] EAS 236, *ante*, vol. 3, p. 697.

[3] EAS 254, *ante*, p. 571.

1. The Government of Belgium, retaining the right of final decision in each case in the light of its own potentialities and responsibilities, will provide the United States or its armed forces with the following types of assistance as reciprocal aid when and to the extent that it is found that they can most effectively be procured in Belgium or the Belgian Congo:

(a) Military equipment, munitions and military and naval stores;

(b) Other supplies, materials, facilities, services and information for the United States forces including payment of those civil claims against the United States and its armed forces, employees and officers that shall be mutually agreed upon by the two Governments as a proper charge against the Belgian Government, but not including the pay and allowances of United [States] forces, the wages and salaries of civilian officials of the United States Government and the administrative expenses of United States missions;

(c) Supplies, materials and services needed in the construction of military projects, tasks and similar capital works required for the common war effort in Belgium or the Belgian Congo, except for the wages and salaries of United States citizens;

(d) Supplies, materials and services needed in the construction of such military projects, tasks and capital works in territory other than Belgium or the Belgian Congo or territory of the United States to the extent that Belgium or the Belgian Congo is a more practicable source of supply than the United States or another of the United Nations;

(e) Such other supplies, materials, facilities, services and information as may be agreed upon as necessary in the prosecution of the war.

2. The practical application of the principles formulated in this note, including the procedure by which requests for aid are made and acted upon, shall be worked out as occasion may require by agreement between the two governments, acting when possible through their appropriate military or civilian administrative authorities. Requests by the United States Government for such aid will be presented by duly authorized authorities of the United States to official agencies of the Belgian Government which will be designated or established by the Government of Belgium for the purpose of facilitating the provision of reciprocal aid.

3. It is the understanding of the Government of Belgium that all such aid, as well as other aid, including information received under Article VI of the Agreement of June 16, 1942, accepted by the President of the United States or his authorized representatives from the Government of Belgium will be received as a benefit to the United States under the Act of March 11, 1941.[4] Insofar as circumstances will permit, appropriate record of aid received under this arrangement, except for miscellaneous facilities and services, will be kept by each Government.

[4] 55 Stat. 31.

4. In order to facilitate the procurement in Belgian metropolitan territory of supplies, materials, facilities, information and services described in Section 1, by permitting their direct purchase rather than their procurement by the method contemplated in Section 2, during the period of military operations and until such time as the official agencies of the Belgian Government are able to provide such reciprocal aid in the manner contemplated in Section 2, the Government of Belgium agreed to make available to designated officers of the United States Government such Belgian franc currency or credits as may be needed for the purpose. The necessary arrangements will be made by the appropriate authorities of the two governments.

If the Government of the United States concurs in the foregoing, I would suggest that the present note and your reply to that effect be regarded as placing on record the understanding of our two governments in this matter and as superseding the exchange of notes of January 30, 1943 [5] on his subject, and that for clarity and convenience of administration the present note and your reply be made retroactive to June 16, 1942, the date of the Agreement of the two Governments on the principles of mutual aid.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

SILVERCRUYS
Belgian Ambassador

The Honorable EDWARD R. STETTINIUS, Jr.
Secretary of State
Washington, D.C.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 17, 1945

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date concerning the principles and procedures applicable to the provision of aid by the Government of Belgium to the United States of America or its forces.

In reply I wish to inform you that the Government of the United States agrees with the understanding of the Government of Belgium as expressed in that note. It is also agreed that the exchange of notes of January 30, 1943 on this subject is hereby superseded by your present note and this reply, both of which in accordance with the suggestion contained in your present note,

[5] EAS 313, *ante*, p. 582.

will be regarded as placing on record the understanding between our two Governments in this matter.

This further integration and strengthening of our common war effort gives me great satisfaction.

Accept, Excellency, the renewed assurances of my highest consideration.

E. R. Stettinius, Jr.
Secretary of State

His Excellency
Baron Robert Silvercruys
Belgian Ambassador

The Secretary of State to the Belgian Ambassador

Department of State
Washington
April 17, 1945

My dear Mr. Ambassador:

You will recall that on January 30, 1943 Dean Acheson, Assistant Secretary of State, addressed a letter to the Belgian Ambassador [6] with respect to the receipt by this Government as reciprocal aid of articles previously purchased abroad and imported into Belgian territory. In that letter Mr. Acheson stated that this Government does not expect the Belgian Government or the authorities in the Belgian Congo to furnish such articles to American forces as reciprocal aid and that, if such articles were furnished as reciprocal aid in emergency situations, this Government would be entirely agreeable to the principle that they should be replaced from the United States as soon as possible. Mr. Acheson further stated that American forces would not request or accept as reciprocal aid any such articles, the replacement of which was regarded by the Belgian Government as desirable, with specific authorization in each case from the War Department.

The exigencies of war have made strict compliance with this procedure impractical, and your Government has furnished such articles to this Government and its armed forces without compliance with this procedure. The quantity and value of the articles so furnished are not yet known and it is anticipated that considerable time may be required before mutual agreement can be reached as to the exact value of the articles to be replaced under the terms of Mr. Acheson's letter.

At the time of Mr. Acheson's letter no non-military supplies were being provided by my Government to your Government as straight lend-lease. Now, however, our two Governments have concluded an agreement under Section 3 (c) of the Lend-Lease Act, under which this Government will

[6] Not printed.

furnish non-military supplies as straight lend-lease aid to your Government to the extent provided therein.

I should therefore like to propose that the obligation in Mr. Acheson's letter to replace articles provided as reciprocal aid which have previously been purchased abroad and imported into Belgian territory should not apply to articles hereafter made available to this Government as reciprocal aid.

With respect to such articles transferred as reciprocal aid by the Government of Belgium to the United States or its armed forces prior to the date of the signing of the Agreement under Section 3 (c) of the Lend-Lease Act, I should like to propose that final action with respect to replacement be deferred until the final determination of the terms and conditions upon which mutual aid has been provided and received by the two Governments in accordance with the terms of the Agreement of June 16, 1942 with respect to the principles applying to mutual aid. At the time such a final determination is reached, and the full extent of the aid furnished by the United States and the reciprocal aid furnished by the Government of Belgium becomes known, the United States will make such replacement in accordance with the principles expressed in Mr. Acheson's letter to any extent then mutually agreed upon between the two Governments as just and equitable.

Sincerely yours,

E. R. Stettinius, Jr.

His Excellency
Baron Robert Silvercruys
Belgian Ambassador

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE
D. 8492/9
No. 2368

Washington, *April 19, 1945*

My dear Mr. Secretary:

I have the honor to acknowledge the receipt of your letter dated April 17th, 1945, forwarding certain proposals made with reference to the commitments taken by the United States Government and embodied in Mr. Dean Acheson's letter of January 30th, 1943.

As you will recall, at that time the Belgian Congo was the only territory under Belgian jurisdiction where reciprocal aid could be made effective. The terms of Mr. Acheson's letter refer accurately to the situation prevailing in the Belgian Colony, where almost every manufactured article was purchased abroad and imported with considerable difficulty. It was not considered desirable that American forces should procure such articles without a reasonable assurance being given that they would be replaced.

Quite different is the situation in the highly industrialized Belgian metropolitan territory, which is largely dependent on imports of raw materials and

where procurement from the almost depleted stocks of locally produced goods would generally necessitate their replacement by importation of the raw materials needed in their manufacture.

In order to deal with this possibility, which in our view amounts to the extension of aid not within the scope of the Reciprocal Aid Agreement between Belgium and the United States, negotiations were undertaken in Washington between the Department of State and the Belgian Embassy. On October 16th, 1944 a draft amendment to the letter of the Belgian Ambassador dated January 30th, 1943 was submitted by the Department of State to the Belgian Embassy. Paragraph III, which was tentatively agreed upon at that time, expressed in the following terms the intentions of the two interested parties concerning the special situation likely to arise in Belgium.

"In view of the shortages prevailing in Belgium, the Government of Belgium regrets that it will not be in a position to provide as reciprocal aid under Section 1 any supplies or materials (except for component parts or component materials) which require current replacement by purchases involving the use of foreign exchange from sources outside of Belgium or the Belgian Congo. The Government of Belgium, therefore, requests assurances that the Government of the United States will undertake at its option either to replace or to refund in dollars the cost of any such supplies or materials which have been either requisitioned in the manner contemplated in Section 2, or purchased with the currency made available under the terms of Section 4, wherever the quantity involved is appreciable from the point of view of the dollar exchange required for replacements."

Although no formal agreement was ever concluded on this subject, the Belgian authorities in charge of Reverse Lend-Lease Administration operated on the assumption that such was the understanding and furnished to the Allied Armies supplies, the replacement of which would call for imports from abroad.

While accepting your proposal that final action with respect to replacement be deferred, I wish to place the foregoing on record and to state that the Belgian Government may request that consideration be given to the matters mentioned above, in the final determination of the terms and conditions upon which mutual aid has been provided.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable E. STETTINIUS
Secretary of State
Washington, D.C.

AIR TRANSPORT SERVICES

Exchange of notes at Brussels February 1, 1946
Entered into force February 1, 1946
Superseded by agreement of April 5, 1946 [1]

60 Stat. 1605; Treaties and Other International Acts Series 1515

The Acting Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND OF FOREIGN COMMERCE

Nos 604/50742

BRUSSELS, *February 1, 1946*

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of Note no. 371, of October 25, 1945, by which you were good enough to propose putting into effect on a provisional basis the draft agreement for establishment of civil aviation lines, which is at present the subject of negotiations between our two Governments.

The Belgian Government likewise is desirous of not hindering the establishment of air transport services which are actually considered possible and desirable pending conclusion of these negotiations and without prejudicing the results thereof.

In consequence, it would agree to put this draft, which moreover conforms in its nine articles to Resolution VIII adopted by the Chicago Conference, into force provisionally, in order to facilitate the prompt establishment of the following civil air services:

A. Airline operators of the United States of America authorized under this agreement are accorded rights of transit and non-traffic stop in the territory of Belgium, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Brussels, on the following route:

[1] TIAS 1515, *post*, p. 620.

The United States over the North Atlantic to London, Brussels, and thence to India via intermediate points in Central Europe and the Near East; in both directions.

B. Airline operators of Belgium authorized under this agreement are accorded rights of transit and non-traffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York, on the following route:

Belgium via intermediate points over the North Atlantic to New York; in both directions.

While it is recognized that operating conditions may necessitate the changing of equipment at intermediary stops, it is understood that this right cannot be availed of for the purpose of changing the long range character of the services described.

The airline operators designated by each Government to operate the services described above may be required to qualify before the competent aeronautical authorities of the other government under the regulations and requirements normally applied by these authorities, before being permitted to engage in the operations contemplated by this agreement.

Pending the conclusion of a formal bilateral air transport agreement, this interim arrangement will be valid for an initial period of three months beginning February 1, 1946, renewable automatically thereafter but subject to denunciation on one month's notice by either Government at any time after the expiration of the initial period.

Please accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

HERMAN VOS

Mr. JEFFERSON PATTERSON,
Chargé d'Affaires a.i. of the
United States of America
Brussels

The American Chargé d'Affaires ad interim to the Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 542 BRUSSELS, *February 1, 1946*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of February 1, 1946, reading as follows:

[For English translation of Belgian note, see above.]

I take pleasure in informing Your Excellency that my Government agrees to the foregoing.

Please accept, Excellency, the renewed assurances of my highest consideration.

JEFFERSON PATTERSON
Chargé d'Affaires ad interim

His Excellency
Monsieur HERMAN VOS
Acting Minister of Foreign Affairs
Brussels

CIVIL AFFAIRS: WAR MATERIAL AND PROPERTY

Exchange of letters at Brussels April 2, 1946, with text of supplementing agreement of May 16, 1944
Entered into force April 2, 1946; operative from May 16, 1944
Replaced by agreement of April 29, 1948 [1]

Department of State files

The Commanding General, U.S. Forces, European Theater, to the Minister of National Defense

HEADQUARTERS
U.S. FORCES, EUROPEAN THEATER
Office of the Commanding General

2 April 1946

YOUR EXCELLENCY:

This will confirm, pursuant to authorization of the Joint Chiefs of Staff of the United States of America, that the supplemental arrangements relating to enemy war material and other property, which are embodied in the enclosed memorandum, are approved on behalf of the United States.

It is understood that this agreement applies only to the property which fell into the hands of the Allied Forces prior to the dissolution of Supreme Headquarters, Allied Expeditionary Force, and that after such dissolution the powers reserved to the Supreme Commander will be exercised by the Commanding General, United States Forces, European Theater, as to property covered by this agreement and still in the possession of the forces under his command. This agreement shall be deemed to have been in full force and effect since 16 May 1944.

JOSEPH T. MCNARNEY
General, U.S. Army
Commanding

Lieutenant Colonel RAOUL L. A. DE FRAITEUR
Minister of National Defense
Brussels, Belgium.

Incl. Memorandum of Supplemental Arrangements Relating to Enemy War Material and other Property within Para. 16 of the Agreement signed May 16, 1944, by Representatives of Belgium and the United States.

[1] *Post*, p. 661.

Memorandum of Supplemental Arrangments Relating to Enemy War Material and Other Property Within Paragraph 16 of the Agreement Signed May 16, 1944, by Representatives of Belgium and the United States

Paragraph 16 of the document signed on 16 May 1944 [2] by representatives of the United States of America and Belgium, containing arrangements for civil administration in Belgian territory liberated by an Allied Expeditionary Force, provides that questions arising as a result of the liberation of Belgian territory by an Allied Expeditionary Force which are not dealt with in the agreement shall be regarded as remaining open and shall be dealt with by further agreement as may be required. The question of the disposal of war material and other property falling into the hands of the Allied Forces in Belgium are not dealt with in the document signed on 16 May 1944. Further discussions between mentioned representatives had led to agreement upon the following broad conclusions concerning the disposal of war material and other property falling into the hands of the Allied Forces in Belgium which conclusions supplement but do not alter the previous arrangements.

These supplemental arrangements are also intended to be essentially temporary and practical and are designed to facilitate as far as possible the task of the Supreme Commander, Allied Expeditionary Force, with due regard to the essential needs of the civilian population of Belgium, and to further our common purpose, namely, final victory of the Allies over Germany.

Article I

(1) Any arms, equipment or other property whatsoever (hereafter referred to as material) belonging to, used by, or intended for use by any enemy military or paramilitary formations or any members thereof in connection with their operations shall be dealt with in accordance with the terms of this Article.

(2) The Supreme Commander, Allied Expeditionary Force, shall retain, without prejudice to the question of ownership, any such material falling into the hands of forces operating under his command in Belgium, subject to the provisions of the succeeding paragraphs of this Article.

(3) Where the Supreme Commander requires any such material, which prima facie appears to the Belgian authorities to be, or to have been prior to its acquisition by the enemy, in Belgian or Allied ownership (not including property in Allied public ownership brought into Belgian for use by Allied military formations in connection with their operations) and not to have been produced or constructed by order of the enemy, such material shall be

[2] *Ante*, p. 593.

(a) if public property, used by the Supreme Commander, Allied Expeditionary Force, in accordance with the provisions of the Reverse Lend/Lease Agreement, dated 18 April 1945,[5]

(b) if private property, requisitioned by the Supreme Commander, Allied Expeditionary Force, in accordance with paragraph 13 of the mentioned United States/Belgian agreement dated 16 May 1944.

Requisitions shall also be effected in the case of such material required by the Supreme Commander if it appears to him and to the Belgian authorities that it is private neutral property.

(4) Where the Supreme Commander does not require or no longer requires any material falling under paragraph (3) of this Article he shall release it forthwith to the Belgian authorities.

(5) The Supreme Commander, operating through the procedures established by the Combined Chiefs of Staff, shall also release to the Belgian authorities any material falling under paragraph (1) of this Article which was produced or constructed in Belgium by order of the enemy and is not required or no longer required by the Allied Forces.

(6) Any material released by the Supreme Commander under the provisions of paragraphs (4) and (5) of this Article and any other material which may be released to the Belgian authorities by the Supreme Commander, operating through the procedures established by the Combined Chiefs of Staff, shall be dealt with in accordance with Article II of the present Agreement,

(7) In releasing to the Belgian authorities material which he does not require or no longer requires, the Supreme Commander shall make available as quickly as possible to them any goods required by the civil population in accordance with detailed arrangements made by him with the Belgian authorities.

(8) The provisions of paragraphs (2)–(7), inclusive, of this Article are without prejudice to Article III of the present agreement.

ARTICLE II

(1) As soon as practicable the Supreme Commander, Allied Expeditionary Force, shall release all property not covered by Article I which comes into the hands of the forces operating in Belgium under his command. The competent Belgian authorities shall, in respect of such property, resume their normal administrative functions and powers.

(2) The Belgian authorities will use their best efforts to protect and, in the event of the owner or his accredited agent not being present, to admin-

[5] For lend-lease agreement dated Apr. 17 and 19, 1945, see EAS 481, *ante*, p. 594.

ister any property referred to in paragraph (1) of this Article, which does not belong to any state or national of a state with which Belgium has been at war at any time since the 1st September 1939.

(3) The Belgian authorities will assume responsibility for the custody, in accordance with Belgian law, of any property referred to in paragraph (1) of this Article, which belongs to any state or national of a state with which Belgium has been at war at any time since the 1st September 1939. It is understood that the Belgian authorities will be responsible for accounting as may be necessary to the other United Nations for all such property.

ARTICLE III

(1) Nothing in this agreement shall affect the arrangements which have been or may be agreed between the competent Allied and Belgian authorities concerning the use and disposal of vessels captured or found by Allied Forces in the course of operations for the liberation of Europe.

(2) Vessels flying an enemy flag and captured in Belgium, the use and disposal of which is not covered by the arrangements referred to in paragraph (1) of this Article shall, as soon as any immediate requirements of the Supreme Commander shall have been satisfied, be turned over to the representatives of the Combined Shipping Adjustment Board, who shall determine the manner in which such vessels shall be manned and operated.

(3) Vessels which are captured in Belgium in the course of constructions and which have not yet been placed in operation, shall be treated in accordance with the provisions of Articles I and II of this Agreement, but they may, at the discretion of the Supreme Commander, be completed for military operations in his theater. Any such vessels which are completed and are not or are no longer required for such operations, shall be turned over to the Belgian Government for manning and operation in accordance with the arrangements for vessels mentioned in paragraph (1) of this Article. In the case, however, of any such vessel originally contracted for by the government or national of any other United Nation which is a party to the said arrangements, the government of such nation shall have the right to have such vessel turned over to it for manning and operation in accordance with the said arrangements.

(4) All ships referred to in this Article shall remain subject to all claims and shall be accounted for in the ultimate shipping settlement.

The Minister of National Defense to the Commanding General, U.S. Forces, European Theater

MINISTERE DE LA DEFENSE NATIONALE
Le Ministre

10/.4497/ BRUXELLES, le *2 April 1946*

MY DEAR GENERAL:

This will confirm, pursuant to authority duly vested in me, that the supplemental arrangements relating to enemy war material and other property which are embodied in the enclosed memorandum, are approved on behalf of the Belgian Government.

It is understood that this agreement applies only to the property which fell into the hands of the Allied Forces prior to the dissolution of Supreme Headquarters, Allied Expeditionary Force, and that after such dissolution the powers reserved to the Supreme Commander will be exercised by the Commanding General, United States Forces, European Theater as to property covered by this agreement and still in the possession of the forces under his command. This agreement shall be deemed to have been in full force and effect since 16 May 1944.

DE FRAITEUR
Minister of National Defense

General JOSEPH P. MCNARNEY
Commanding General
United States Forces, European Theater

Incl. Memorandum of Supplemental Arrangements Relating to Enemy War Material and other Property within Para. 16 of the agreement Signed May 16, 1944, by Representatives of Belgium and the United States.

AIR TRANSPORT SERVICES

Agreement signed at Brussels April 5, 1946, with annex and protocol of signature
Entered into force April 5, 1946

60 Stat. 1585; Treaties and Other International Acts Series 1515

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE BELGIAN GOVERNMENT RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES

The Government of the United States of America and the Belgian Government,

considering

—that the possibilities of commercial aviation as a means of transport have greatly increased,

—that it is desirable to organize the international air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field, and

—that the Agreements hitherto contracted between the two governments with respect to the operation of air services should be replaced by a more general agreement in harmony with the new conditions of air transport,

have appointed their representatives, who, duly authorized, have agreed upon the following:

ARTICLE I

The Contracting Parties grant to each other the rights specified in the Annex hereto for the establishment of the international air services set forth in that Annex, or as amended in accordance with Article XII of the present Agreement (hereinafter referred to as the "agreed services").

ARTICLE II

a) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that:

(1) the Contracting Party to whom the rights have been granted shall have designated an air carrier or carriers for the specified route or routes.

(2) the Contracting Party which grants the rights shall have given the appropriate operating permission to the air carrier or carriers concerned pursuant to paragraph (b) of this Article which (subject to the provisions of Article VI) it shall do with the least possible delay.

b) The designated air carrier or carriers may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it or they is or are qualified to fulfill the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of commercial air carriers.

ARTICLE III

a) The charges which either Contracting Party may impose or permit to be imposed on the designated air carrier or carriers of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft employed in similar international air services.

b) Fuel, lubricating oils and spare parts introduced into, or taken on board aircraft in, the territory of one Contracting Party by, or on behalf of, any designated air carrier of the other Contracting Party and intended solely for use by the aircraft of such carrier shall be accorded, with respect to customs duties, inspection fees and other charges imposed by the former Contracting Party, treatment not less favorable than that granted to national air carriers engaged in international air services or such carriers of the most favored nation.

c) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of any designated air carrier of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights within that territory.

ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE V

a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting

Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

b) The laws and regulations of each Contracting Party as to the admission to, sojourn in and departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be observed.

Article VI

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an air carrier designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of either Contracting Party, or in case of failure by that carrier to comply with the laws and regulations referred to in Article V hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

Article VII

In a spirit of close collaboration, the aéronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in the present Agreement and its Annex.

Article VIII

For the purpose of the present Agreement and its Annex:

a) The term "territory" as applied to each Contracting Party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate, or trusteeship of such Contracting Party;

b) The term "aeronautical authorities" shall mean in the case of the United States the Civil Aeronautics Board and in the case of Belgium "l'Administration de l'Aéronautique Civile" and in both cases any person or body authorized to perform the functions presently exercised by the above mentioned bodies;

c) The term "international air services" shall have the meaning specified in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.[1]

Article IX

Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation,

[1] TIAS 1591, *ante*, vol. 3, p. 969.

shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization, in accordance with the provisions of Article III, Section 6 (8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944,[2] or its successor.

ARTICLE X

The present Agreement supersedes the Provisional Agreement concluded between the two Contracting Parties by an exchange of notes signed February 1, 1946.[3]

The present Agreement shall in no way affect the provisions of the Agreement concluded between the Belgian Congo Colony and a United States air carrier signed August 22, and September 15, 1941,[4] or any amendments thereof.

ARTICLE XI

This Agreement and all relative contracts shall be registered with the Provisional International Civil Aviation Organization set up by the Interim Agreement on International Civil Aviation signed at Chicago December 7, 1944, or its successor.

ARTICLE XII

a) This Agreement, including the provisions of the Annex thereof, will come into force on the day it is signed.

b) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience. If a multilateral air convention enters into force in relation to both Contracting Parties such consultations shall take place with a view to amending the present Agreement or its Annex so as to conform to the provisions of such a convention.

c) Except as otherwise provided in this Agreement or its Annex, if either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement it may request consultation between the aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. Any modification in the Annex agreed to by said aeronautical authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

d) When the procedure for a consultation provided for in paragraph b) of the present Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization, or its successor.

---

[2] EAS 469, *ante*, vol. 3, p. 934.
[3] TIAS 1515, *ante*, p. 612.
[4] Not printed here.

This Agreement shall terminate one year after the date of receipt of the notice to terminate by the other Contracting Party unless the notice is withdrawn by Agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organization, or its successor.

Done at Brussels, this fifth day of April, 1946, in duplicate in the English and French languages, each of which shall be of equal authenticity.

For the Government of the United States of America:
ALAN G. KIRK [SEAL]

For the Belgian Government:
P. H. SPAAK [SEAL]

ANNEX

SECTION I

The Government of the United States of America grants to the Belgian Government the right to conduct air transport services by one or more air carriers of Belgian nationality designated by the latter country on the routes, specified in the Schedule attached, which transit or serve commercially the territory of the United States of America.

SECTION II

The Belgian Government grants to the Government of the United States of America the right to conduct air transport services by one or more air carriers of United States nationality designated by the latter country on the routes, specified in the attached Schedule, which transit or serve commercially Belgian territory.

SECTION III

One or more air carriers designated by each of the Contracting Parties under the conditions provided in this Agreement will enjoy, in the territory of the other Contracting Party, rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated and on each of the routes specified in the attached Schedule at all airports open to international traffic.

SECTION IV

It is agreed between the Contracting Parties:

a) That the two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to

stimulate international air travel as a mean of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries;

b) That in the operation by the air carriers of either Contracting Party of trunk services described in the present Annex, the interests of the air carriers of the other country shall, however, be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

c) That the air transport service offered by the carriers of both countries should bear a close relationship to the requirements of the public for such services.

d) That the services provided by a designated air carrier under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air carrier is a national and the country of ultimate destination of the traffic, and that the right of the air carriers of either country to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in the attached Schedule, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1°) to traffic requirements between the country of origin and the countries of destination;

2°) to the requirements of through airline operation and

3°) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Section V

a) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

b) The rates to be charged by the air carriers of either Contracting Party between the points in the territory of the United States and points in Belgian territory referred to in this Annex shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Annex, within the limits of their legal powers.

c) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called "IATA"), for a period of one year beginning in

February 1946, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval by the Board.

d) Any rate proposed by the air carrier or carriers of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

e) The Contracting Parties agree that the procedure described in paragraphs f, g and h of this Section shall apply:

1°) if during the period of the Civil Aeronautics Board's approval of the "IATA" traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party or a conference of "IATA" is unable to agree on a rate, or

2°) at any time no "IATA" machinery is applicable, or

3°) if either Contracting Party at any time withdraws or fails to renew its approval of that part of the "IATA" traffic conference machinery relevant to this Section.

f) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic.

If one of the Contracting Parties on receipt of the notification referred to in paragraph d) above is dissatisfied with the rate proposed by the air carriers of the other Contracting Party it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such Agreement.

If agreement has not been reached at the end of the thirty day period referred to in paragraph d) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of

any dispute in accordance with the procedure outlined in paragraph h) below.

g) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied, with any rate proposed by the air carrier or carriers of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph d) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

h) When in any case under paragraph f) and g) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the air carrier or carriers of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organization or to its successor for an advisory report, and each Party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

Section VI

a) For the purpose of the present Section, the term "Transshipment" shall mean the transportation by the same carrier of traffic beyond a certain point on a given route by different aircraft from those employed on the earlier stages of the same route.

b) Transshipment when justified by economy of operation will be permitted at all points mentioned in the attached Schedule in territory of the two Contracting Parties.

c) However, no transshipments will be made in the territory of either Contracting Party which would alter the long range characteristics of the operation or which would be inconsistent with the standards set forth in this Agreement and its Annex and particularly Section IV of this Annex.

Section VII

Changes made by either Contracting Party in the routes described in the attached Schedule except those which change the points served by these

airlines in the territory of the other Contracting Party shall not be considered as modifications of the Annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If such other aeronautical authorities find that, having regard to the principles set forth in Section IV of the present Annex, interests of their air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

Section VIII

After the present Agreement comes into force, the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective designated air carriers to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the routes which are the subject of this Agreement and, for the future, such new authorizations as may be issued together with amendments, exemption orders and authorized service patterns.

SCHEDULE

(Points on any of the routes may, at the option of the air carrier, be omitted on any or all flights.)

1. *Route to be served by the air carriers of Belgium:*

Belgium to New York by a direct route via the British Isles and other intermediate points; in both directions.

2. *Routes to be served by the air carriers of the United States:*

A. The United States to Brussels by a direct route via the British Isles and other intermediate points, and then via intermediate points to India and beyond; in both directions.

B. The United States via the Azores and Dakar (and via South America) and intermediate points to Leopoldville and beyond via intermediate points to the Union of South Africa; in both directions.

Protocol of Signature

It appeared in the course of negotiations leading up to the conclusion of the Agreement on air services between the territory of the United States of America and Belgian territory signed at Brussels today that the representatives of the two Contracting Parties were in agreement on the following points:

1°) The air carriers of the two Contracting Paries operating on the routes described in the Annex of said Agreement shall enjoy equal opportunity for the operation of the said routes.

2°) To the extent that the carrier or carriers of one of the Governments is temporarily unable to take advantage of such opportunities as a result of the war, the situation will be mutually examined by the two governments for the purpose of aiding as soon as possible the said air carrier or carriers to increasingly make their proper contribution to the services contemplated.

3°) Such airports as may have been constructed on Belgian territory and financed in whole or part by the Government of the United States and which will be open to international civil traffic will be open to the duly authorized air carriers of the United States who will enjoy thereon, on a non-discriminatory basis, rights of transit and non-traffic stop. They will likewise enjoy there the commercial rights which may be granted them by the present Agreement or any other agreement now in force or later concluded.

4°) In order to give effect to the provisions of Section V (f) of the Annex to the Agreement, the executive branch of the United States Government will use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for international services and to suspend proposed rates, in the same manner as the Civil Aeronautics Board is qualified to act with respect to air transportation within the United States.

5°) It is recognized that the determination of tariffs to be applied by an air carrier of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such tariffs is now being studied by the Provisional International Civil Aviation Organization. It is understood under these circumstances:

a) That, pending the acceptance by both parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such tariffs shall be subject to consideration under the provisions of Section IV(b) of the Annex to the Agreement.

b) That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties, the consultation provided for in Article XII(b) of the Agreement shall be in order.

6°) It is understood that the United States air carrier or air carriers operating on the route listed in the Annex as Route n° 2 B will afford reasonable service at Léopoldville.

Done at Brussels, this fifth day of April, 1946, in duplicate in the English and French languages, each of which shall be of equal authenticity.

For the Government of the United States of America,

ALAN G. KIRK [SEAL]

For the Belgian Government:

P. H. SPAAK [SEAL]

LEND-LEASE SETTLEMENT

Memorandum of understanding and agreement signed at Washington September 24, 1946, with related memorandums and letters
Entered into force September 24, 1946
Amended by agreements of May 12, 1949,[1] *and January 20 and April 2, 1954* [2]

62 Stat. 3984; Treaties and Other International Acts Series 2064

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BELGIUM REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, PLAN A SURPLUS PROPERTY, AND CLAIMS

The Government of the United States of America and the Government of Belgium have reached an understanding regarding a settlement for lend-lease and reciprocal aid, for the Belgian Government's obligation to the United States Government for civilian supplies furnished under the military relief program (Plan A), for certain surplus property, and for other financial claims of each Government against the other arising out of the conduct of the war. This settlement is complete and final. In arriving at this understanding, both Governments have recognized the benefits accruing to each from their contributions to the defeat of their common enemies, and have adhered to the principles expressed in Article VII of the preliminary agreement on principles applying to mutual aid in the prosecution of the war against aggression, signed at Washington on June 16, 1942.[3] Both Governments agree that their contributions to each other in the common war effort through lend-lease, reciprocal aid and Plan A are substantially in balance. They agree that no further benefits are due or will be sought by either Government from the other on these accounts or, except as hereinafter specifically provided, as consideration for surplus property or the settlement of claims or other obligations arising out of the war.

1. In recognition of the mutual benefits received by the two Governments from the interchange of lend-lease and reciprocal aid, and from the United States share of civilian supplies furnished under the military relief program (Plan A), it is agreed that:

[1] TIAS 2070, *post*, p. 708.
[2] 5 UST 647; TIAS 2953.
[3] EAS 254, *ante*, p. 571.

A. Neither Government will make any payment to the other for lend-lease and reciprocal aid articles and services heretofore transferred or retransferred, or remaining to be transferred under previous agreement.

B. The Belgian Government will make no payment to the United States Government for the United States share of the combined claim against the Belgian Government for Plan A. As agreed in an exchange of memoranda between the two Governments, dated July 23, 1946, and September 24, 1946,[4] the Belgian Government recognizes that the settlement hereby made with the United States Government in no way impairs the obligation of the Belgian Government to the United Kingdom and Canadian Governments for their shares of the combined claim for Plan A, and agrees to establish a reserve of 10 per cent of the combined bills in the Banque Nationale de Belgique which will be made payable to the United Kingdom and Canadian Governments to the extent and in the manner necessary to carry out the existing financial arrangements among the three supplying Governments. Any amounts of the reserve not so paid will not be claimed by the United States Government and will revert to the free disposition of the Belgian Government upon notification by the three supplying Governments.

2. In consideration of the United States surplus property heretofore transferred and heretofore designated for transfer to the Belgian Government under agreed procedures [5] (estimated at approximately $18,000,000 in transfer value), it is agreed that:

A. (1) As and when requested by the United States Government, the Belgian Government will transfer to the United States Government, or provide Belgian francs for the acquisition of, real property in Belgium, the Belgian Congo and the Grand Duchy of Luxembourg to be mutually agreed upon, and will pay the expense of improvements in and furnishing of property of the United States Government in Belgium, the Belgian Congo and Luxembourg, up to an aggregate value of $5,450,000.[6]

A. (2) As and when requested by the United States Government, the Belgian Government will provide Belgian francs up to an aggregate value of $3,000,000, which will be used exclusively to carry out cultural and educational programs agreed upon between the Government of the United States of America and the Governments of Belgium and Luxembourg.

A. (3) Any francs provided under this sub-paragraph A will be at the par value between the two currencies established in conformity with procedures of the International Monetary Fund, or, if no such par value exists, at the rate most favorable to the United States Government used in any official Belgian Government transaction at the time payment is requested.

[4] For text, see p. 641.
[5] See also interpretation, p. 642.
[6] See also exchange of letters, p. 644.

B. (1) The Belgian Government will process certain claims against the United States Government, and its war contractors and subcontractors, and discharge their liability with respect thereto, namely:

(a) Claims of individuals, firms and corporations asserted or about to be asserted in courts of Belgium, the Belgian Congo or Luxembourg against the United States Government, or respecting which the ultimate liability is that of the United States Government, arising from maritime incidents [7] occurring on or after September 3, 1939 and prior to July 1, 1946. In addition, as part of the general settlement, the Belgian Government, without giving rise to any financial obligation on the part of the United States Government, will, at the request of the United States Government, take such steps as may be necessary, including the assumption of financial responsibility, to release vessels and cargoes belonging to the United States Government from legal actions brought in such courts to enforce any such claims.

(b) Claims of individuals, firms and corporations domiciled or resident in Belgium, the Belgian Congo or Luxembourg (except individuals who are exclusively United States nationals) against the United States Government, its contractors and subcontractors, for royalties under license contracts for the use of inventions, patented or unpatented, or for infringement of patent rights, in connection with war production carried on or contracted for prior to September 2, 1945.

(c) Claims of individuals, firms and corporations domiciled or resident in Belgium, the Belgian Congo or Luxembourg against the United States Government arising out of acts or omissions in Belgium, the Belgian Congo or Luxembourg of members of the United States Armed Forces or civilian personnel attached to such forces, both line-of-duty and non-line-of-duty, occurring on or after September 3, 1939 and prior to September 2, 1945 in the case of contracts, and occurring on or after September 3, 1939 and prior to July 1, 1946 in the case of other acts and omissions.

(d) Claims of subjects of Belgium or Luxembourg, whether individuals, firms or corporations, against the United States Government arising out of the requisitioning for use in the war program of property located in the United States in which the claimant had an interest.

B. (2) The undertaking of the Belgian Government in the preceding sub-paragraph (1) is valued at $5,000,000, not subject to adjustment.

C. (1) The undertakings of the Belgian Government in sub-paragraphs A and B above constitute a payment by the Belgian Government to the United States Government of $13,450,000 toward the total purchase price of the above-mentioned United States surplus property. The excess over $13,450,000 of the total purchase price (determined in accordance with usual procedures) of the surplus property heretofore transferred to the Belgian Government and hereafter transferred under designations heretofore made

[7] See also interpretation, p. 643.

will be a dollar obligation of the Belgian Government to the United States Government.

C. (2) In the event that the United States Government should not be able to avail itself fully of the provisions of sub-paragraph A, the amount not availed of will, upon appropriate notification by the United States Government, be added to the dollar obligation of the Belgian Government to the United States Government.

C. (3) These dollar obligations of the Belgian Government will be governed by the provisions of paragraph 5 below.

3. The United States Government hereby makes available to the Belgian Government a line of credit of $10,000,000 for the purchase of United States surplus property contracted for with the Foreign Liquidation Commissioner before October 1, 1946, other than the surplus property referred to in paragraph 2 above. The resulting dollar obligation will be governed by the provision of paragraph 5 below.

4. The two Governments have agreed on the acquisition by the Belgian Government of certain United States surplus property remaining in Belgium on or after October 1, 1946, and, in stated circumstances, before September 30, 1946, on the basis of a division between the two Governments of the proceeds of sales. The share accruing to the United States Government of these proceeds will be a dollar obligation of the Belgian Government and will be governed by the provisions of paragraph 5 below.

5. A. Payment of the total of the dollar obligations of the Belgian Government to the United States Government referred to in paragraph 2C, 3, and 4 above shall be made in annual instalments over a period ending July 1, 1976. The first annual instalment shall be due and payable on July 1, 1947, and shall be equal to one-thirtieth of the total dollar obligations as of that date. Each subsequent instalment shall be equal to the total unpaid balance as of the date of the instalment divided by the number of instalments remaining to be paid.

B. Interest on the unpaid balance of the total dollar obligation shall be paid by the Belgian Government at the fixed rate of two and three-eighths per cent per annum, accruing from July 1, 1947, except that, with respect to dollar obligations arising after July 1, 1947, interest shall accrue from the first day of July next following the date on which the obligation arises. Interest shall be payable annually, the first payment to be made on July 1, 1948.

C. The Belgian Government may at any time or times anticipate the payment of any instalments or any part thereof. Such payments will be credited first to past due interest, if any, and then to the unpaid instalments in inverse order of maturity, and the number of instalments remaining to be paid will thereby be reduced by the number of instalments thus paid in full.

D. In the event that the United States Government wishes to receive Belgian francs for the payment of any or all expenditures to be made after December 31, 1946 by the United States Government, including its agencies, in Belgium, the Belgian Congo, or Luxembourg, the United States Govern-

ment may request Belgian francs in specified amounts at any time or times after December 31, 1946 and the Belgian Government agrees to furnish Belgian francs in such amounts at such time or times, subject to the limitations that (1) the aggregate of the dollar equivalents of such amounts (computed at the par value or rate specified in paragraph 2A (3)) shall not exceed $5,000,000 and (2) the aggregate of the dollar equivalents of any such amounts (computed as so specified) requested in the twelve-month period beginning any first day of July, added to the amount of the annual instalment and interest, if any, payable in such period under sub-paragraphs A and B above and any payments already made by the Belgian Government in such period under sub-paragraph C above, shall not exceed $2,000,000 and (3) the dollar equivalent of any single amount (computed as so specified) shall not exceed the unpaid balance of the total dollar obligation at the time payment of such amount is requested, plus interest then past due, if any. In the event that Belgian francs are so received, the United States dollar equivalent thereof (computed as so specified) will be credited first to past due interest, if any, and then to the unpaid balance of the total dollar obligation.

6. The two Governments have agreed upon arrangements and procedures for the settlement of past and future troop pay of United States Armed Forces in Belgium. The United States Government will continue to expedite payment under agreed procedures for supplies and services furnished by the Belgian Government to United States Government agencies on and after September 2, 1945.[8]

7. A. Notwithstanding the provisions of paragraph 1, claims in the following categories will be settled in accordance with procedures already established or to be established after appropriate discussions:

(1) Claims by the United States Government for the cost, and claims by the Belgian Government for the excess of amounts deposited by it with the United States Government over the cost, of supplies and services procured under cash reimbursement lend-lease requisitions filed by the Belgian Government.

(2) Claims arising out of lend-lease requisitions for locomotives wherein the Belgian Government agreed to pay landed cost.

(3) Claims by the Belgian Government for the excess amounts deposited by it with the United States Government under the exchange of notes between the Foreign Economic Administration and the Belgian Ambassador on October 20 and October 25, 1944 [9] over the cost of supplies and services procured thereunder and transferred to the Belgian Government on or before February 28, 1945.

[8] Consistent with para. 6, a memorandum of understanding regarding settlement for supplies and/or services procured by the U.S. Army in Belgium was signed at Brussels Mar. 10, 1948 (not printed).

[9] Not printed here.

B. Each Government waives all its claims against the other, and all its claims respecting which the ultimate liability is that of the other, which arose out of (1) maritime incidents [10] occurring prior to July 1, 1946, or (2) requisitioning for use in the war program of property of the other Government.

C. All other financial claims of either Government against the other, except those arising out of established arrangements where liability has heretofore been acknowledged and the method of computation agreed, which (1) arose out of lend-lease or reciprocal aid, or (2) otherwise arose out of incidents connected with the conduct of the war occurring on or after September 3, 1939 and prior to September 2, 1945, and which are not otherwise dealt with in this Memorandum, are hereby waived.

8. Nothing in this Memorandum affects the obligation of the Belgian Government in connection with silver transferred to it by the United States Government under lend-lease.

9. Each Government reserves the right of recapture of any supplies of types essentially or exclusively for use in war or warlike exercises held by the other Government, which were supplied on lend-lease or reverse lend-lease, but each Government has indicated that it does not intend to exercise generally its right of recapture of such supplies. Each Government agrees that all such supplies held by it will be used only for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations. Merchant vessels which were made available to the Belgium Government under lend-lease are to be returned to the United States Government.

10. Disposals to third Governments of lend-lease and reverse lend-lease supplies of types essentially or exclusively for use in war or warlike exercises will be made only with the consent of the supplying Government. All other materials supplied on lend-lease or reverse lend-lease may be disposed of without restriction by the recipient Government, and no further payment therefor will be required by the supplying Government.

11. Except as provided under paragraphs 9 and 10 of this Memorandum of Understanding, the Belgian Government and the United States Government receive full title to lend-lease and reverse lend-lease articles respectively held as of September 2, 1945, or transferred at any time thereafter, and not subsequently returned.

12. To the extent that the provisions of this Memorandum of Understanding are inconsistent with those contained in any previous agreement, the provisions of this Memorandum shall prevail.

13. The two Governments agree to conclude such specific agreements as may be necessary to implement this general understanding.

---

[10] See also interpretation, p. 643.

14. This Memorandum of Understanding will be effective upon signature.

Done at Washington, in duplicate, this 24th day of September, 1946.

For the Government of the United States of America:

W. L. CLAYTON
Acting Secretary of State
of the United States of America

For the Government of Belgium:

SILVERCRUYS
Ambassador of Belgium
at Washington

AGREEMENT RELATING TO THE TRANSFER OF UNITED STATES SURPLUS PROPERTY IN BELGIUM

As stated in paragraph 4 of the Memorandum of Understanding regarding settlement for lend-lease, reciprocal aid, Plan A, surplus property, and claims, dated September 24, 1946, and as part of the general settlement set forth in the Memorandum of Understanding, the Government of the United States of America and the Government of Belgium have reached agreement for the transfer to the Belgian Government of certain property which is or may be declared surplus to the needs of the United States Government. This agreement has been reached as a means of implementing and continuing mutual assistance in the solution of the common problem of the liquidation of residual United States surplus stocks in Belgium. It is the intention of the two Governments that the plan herein set forth for the liquidation of these stocks shall operate to their mutual benefit, and without an inequitable burden on either Government.

1. The two Governments agree that, except as set forth in paragraph 2 below, title to all United States Government property in Belgium, declared surplus to the Office of the Foreign Liquidation Commissioner, United States Department of State, and all United States Government scrap and salvage in Belgium, shall pass to the Belgian Government at the following times for the property indicated:

(a) On October 1, 1946: all such property declared surplus or becoming scrap or salvage prior to that date.

(b) On the date of declaration as surplus or the date on which it becomes scrap or salvage: any such property declared surplus or becoming scrap or salvage on or after October 1, 1946.

(c) Prior to October 1, 1946, on the date or dates of notice of passage of title given by the Office of the Foreign Liquidation Commissioner to the Belgian Government: any such property specified in any such notice.

2. Specifically excepted from the property, title to which is to pass under this agreement, are the following:

(a) Ammunition and other non-demilitarized combat material.

(b) Railway rolling stock (including locomotives) and spare parts therefor.

(c) Special technical facilities of the Air Navigation, Communication and Weather-Control Units. The disposal of these facilities is reserved for separate treatment.

(d) Property located in Belgium which on October 1, 1946 has been sold or is under contract or commitment for sale by the United States Government (1) to any purchasers other than the Belgian Government or (2) to the Belgian Government under arrangements other than this agreement. Property shall be considered under contract or commitment for the purposes of this paragraph if, prior to 2400 hours, Paris time, September 30, 1946, the Central Field Commissioner, Office of the Foreign Liquidation Commissioner, in Paris, in the case of surplus property, or such United States Government authority as has jurisdiction thereof, in the case of scrap and salvage, has received an offer therefor under a formal invitation to bid (which is accepted not later than October 10, 1946) or has arrived at a written or oral understanding which the Central Field Commissioner or such other authority regards as firm.

3. (a) All obligations (including, but not limited to, expenses, claims, rents, and requisitions, but specifically excluding the obligations set forth in sub-paragraph (b) below), incident to the care, custody, and liquidation of United States Government property in Belgium, except property transferred to the Belgian Government under arrangements other than this agreement and except the property specified in sub-paragraphs 2 (a), 2 (b), and 2 (c) above, will, to the following extent, be borne by the Belgian Government:

(1) From the date at which title passes hereunder in the case of any property transferred to the Belgian Government pursuant to this agreement before October 1, 1946.

(2) From October 1, 1946, in the case of all other property which prior to or on that date or at any time thereafter is declared surplus to the Office of the Foreign Liquidation Commissioner, Department of State, or becomes scrap or salvage, except that in the case of property declared surplus or becoming scrap or salvage after December 10, 1946 the obligation of the Belgian Government shall attach only from the date on which such property is declared surplus or becomes scrap or salvage.

(b) The following will not be obligations of the Belgian Government but will continue to be obligations of the United States Government:

(1) Expenses of pay, maintenance and administration of United States military and civilian personnel and of prisoners of war held by the United States.

(2) Tort claims asserted against the United States Government arising in connection with the care, custody and liquidation of property of which the Belgian Government has not taken possession hereunder at the time the claim arises.

4. The Belgian Government agrees to take possession of the property transferred to it under paragraph 1 of this agreement as promptly as possible after transfer of title, and of such other United States surplus property and scrap and salvage in Belgium as may be mutually agreed upon, in accordance, in both cases, with procedures to be agreed upon between representatives of the two Governments.

5. The Belgian Government agrees to sell the property transferred to it under this agreement expeditiously and at the best possible monetary return, with due regard for the necessities of the Belgian economy, and, in case of a contemplated bulk sale, to obtain the prior consent of the United States Government.

6. (a) The gross proceeds of sales of the property transferred hereunder will be shared equally by the two Governments. Gross proceeds, for the purposes of this agreement, are defined as the total amount reported by the Belgian Government as received from purchasers, not including customs duties and transfer taxes insofar as such duties and taxes are shown separately as additions to the sales price on sales documents. The fair value of property transferred to the Belgian Government hereunder and retained by the Belgian Government for its own use will be considered part of the gross proceeds.

(b) The Belgian Government agrees to report to the United States Government quarterly, beginning March 31, 1947, the amount in Belgian francs of the gross proceeds of sales of the property transferred to it under this agreement. The share of such proceeds accruing to the United States will, on the several dates of such reports, become a dollar obligation of the Belgian Government to the United States Government. The dollar amount of the obligation will be computed at the par value between the two currencies established in conformity with procedures of the International Monetary Fund, or, if no such par value exists, at the rate most favorable to the United States Government used in any official Belgian Government transaction at the time payment is requested. The dollar obligations of the Belgian Government under this agreement will be governed by the provisions of paragraph 5 of the Memorandum of Understanding of September 24, 1946, between the two Governments.

7. The two Governments recognize that a time will be reached after which continued disposal by the Belgian Government of the property transferred hereunder on the basis of equal sharing of the gross proceeds may im-

pose an inequitable burden on the Belgian Government. When, in the opinion of the Belgian Government, this time has been reached or is in view, it will so report to the United States Government with supporting data. Promptly thereafter, or promptly after September 30, 1948 if no such report has been submitted, the two Governments will agree on the basis for a final determination of the financial interest of the United States Government in the unsold property transferred hereunder.

8. The Belgian Government will use its best endeavors to insure that property transferred pursuant to this agreement shall not be imported into the United States in the same or substantially the same form, unless such property is to be imported into the United States on consignment to a person or firm in the United States for the purpose of reconditioning for reexport, or by a member or veteran of the United States Armed Forces for his personal use, or unless such importation is otherwise authorized.

9. The Belgian Government, when it disposes of or distributes property pursuant to this agreement, will use its best endeavors to avoid discrimination against the legitimate interests of the United States manufacturers of such property, or their agents or distributors. Members and veterans of the United States Armed Forces, United States Government agencies, United States citizens and non-profit institutions, and UNRRA and the International Red Cross will be accorded an opportunity to buy the property transferred under this agreement on the same basis and at the same priority as accorded to other buyers of like character.

10. Because of the importance of maritime property to the economic rehabilitation of Europe the two Governments agree on the desirability of their exchanging views regarding any proposed sale by the Belgian Government of maritime property transferred hereunder. Accordingly, prior to any such sale, the Belgian Government will consult with the United States Government, and will give due consideration to its views as to the relative needs of the various claimant countries and as to a fair and equitable pricing policy for any such property.

Done at Washington, in duplicate, this 24th day of September, 1946.

For the Government of the United States of America:

DONALD H. CONNOLLY
Foreign Liquidation Commissioner
of the United States of America

For the Government of Belgium:

SILVERCRUYS
Ambassador of Belgium
at Washington

Exchange of Memorandums Regarding Plan A

The Department of State to the Belgian Embassy

Memorandum

In identic notes to the Government of Belgium dated June 19, 1946,[11] the Governments of the United States, the United Kingdom, and Canada set forth the respective share of each Government in the combined claim for the civilian supplies furnished by the Allied armies for the population of Belgium, and indicated that each Government would communicate further with your Government concerning the method of settlement for its share.

Discussions have since been held between representatives of your Government and of the United States Government with regard to the final settlement of war accounts, and consideration has been given to the method of settlement for the United States share of the combined claim for civilian supplies furnished the Government of Belgium and the Government of Luxembourg. As a result of these discussions, the United States Government has decided that the most satisfactory method of accomplishing settlement for its shares of the combined claims against the Government of Belgium and the Government of Luxembourg for civilian supplies would be to regard them as a part of the United States contribution to the common war effort and subject to the concurrence of the Government of Luxembourg to include these shares in the over-all settlement of war accounts between the United States and Belgian Governments.

Since the Government of the United States is committed by written agreements to participate on a combined basis with the United Kingdom and Canadian Governments in the collection of the total bill for these supplies and in the determination of the relative shares of each in the proceeds, it is necessary for this Government to stipulate that this method of settlement for the United States shares of the combined bills is conditional upon the fulfillment of the following conditions:

a) That the Belgian Government recognize that the settlement to be made with the United States Government in no way impairs the validity of the obligation of the Belgian Government to the United Kingdom and Canadian Governments for their shares of the combined bills.

b) That the Belgian Government establish a reserve of 10 percent of the combined bills being presented to the Government of Belgium and to the Government of Luxembourg. This reserve is to be established forthwith for bills heretofore submitted and at the time of submission for bills hereafter submitted. It is to be deducted from the United States share, and is to be held in the name of the Belgian Government in the Banque Nationale de Belgique in funds convertible into sterling or Canadian dollars, or both,

[11] Not printed here.

at rates to be agreed upon by the Government of Belgium with the United Kingdom and Canadian Governments. The reserve will be payable to the United Kingdom and Canadian Governments to the extent and in such proportions of sterling and Canadian dollars as the United States, United Kingdom, and Canadian Governments may determine by combined agreement to be necessary in order to comply with the existing financial arrangements among the three supplying governments. Any amounts of the reserve not so paid will not be claimed by the United States Government and will revert to the free disposition of the Belgian Government upon combined notification by the United States, United Kingdom, and Canadian Governments.

W L C

DEPARTMENT OF STATE
Washington, July 23, 1946

The Belgian Embassy to the Department of State

AMBASSADE DE BELGIQUE
D.1074
No. 8123

MEMORANDUM

Reference is made to the Memorandum from the Government of the United States to the Government of Belgium dated July 23, 1946. The provisions of this Memorandum are accepted by the Government of Belgium.

S [SEAL]

WASHINGTON, *September 24th, 1946*

EXCHANGE OF LETTERS REGARDING INTERPRETATION OF MEMORANDUM OF UNDERSTANDING

The Acting Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 24, 1946

MY DEAR MR. AMBASSADOR:

Representatives of your Government and of this Government have discussed several questions of interpretation with respect to the language of the Memorandum of Understanding between our two Governments to be signed today. I am writing to state the understanding of this Government with respect to these questions.

1. The "United States surplus property heretofore transferred and heretofore designated for transfer to the Belgian Government under agreed pro-

cedures", referred to in the opening sentence of paragraph 2 of the Memorandum of Understanding, is the property which originally was transferred or designated for transfer to the Government of Belgium as defense articles of civilian utility no longer required by the United States Army for its own uses, under the letter of October 19, 1945 [12] from the Secretary of State of the United States to the Minister of Foreign Affairs of Belgium.

2. The term "maritime incidents", as used in paragraphs 2B (1) (a) and 7B of the Memorandum of Understanding, includes damages to shore structures, aids to navigation, and port installations, fixed or movable, arising out of marine operations.

I should appreciate it if you would advise me whether the foregoing is in accordance with the understanding of your Government.

Sincerely yours,

W. L. CLAYTON
Acting Secretary of State

His Excellency
Baron ROBERT SILVERCRUYS
Ambassador of Belgium

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE
D.1121
No. 8122

WASHINGTON, *September 24th, 1946*

MY DEAR MR. SECRETARY:

I have your letter of today's date setting forth your Government's understanding with respect to certain questions of interpretation relating to the language of the Memorandum of Understanding between our two Governments to be signed today.

I am happy to advise you that the understanding of the Government of Belgium on these matters coincides with the understanding of your Government.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable WILLIAM L. CLAYTON
Acting Secretary of State
Washington, D.C.

---

[12] 1945 For. Rel. (IV) 111.

EXCHANGE OF LETTERS REGARDING REAL PROPERTY

The Acting Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 24, 1946

MY DEAR MR. AMBASSADOR:

With reference to paragraph 2A (1) of the Memorandum of Understanding between our two Governments to be signed today, it is the understanding of my Government that the obligation of your Government, set forth in that paragraph, to transfer real property, or provide Belgian francs for the acquisition of real property, and pay the expense of improvements in and furnishing of property, in Belgium, the Belgian Congo, and the Grand Duchy of Luxembourg, up to an aggregate value of $5,450,000 is subject to the limitation that the obligation of your Government shall not exceed $5,000,000 with respect to Belgium nor $200,000 with respect to the Belgian Congo nor $250,000 with respect to the Grand Duchy of Luxembourg. It is further the understanding of my Government that paragraph 2C (2) of the Memorandum of Understanding is applicable to the provisions of paragraph 2A (1) as limited by the above understanding.

I should appreciate it if you would inform me whether the foregoing is in accordance with the understanding of your Government.

Sincerely yours,

W. L. CLAYTON
Acting Secretary of State

His Excellency
Baron ROBERT SILVERCRUYS
Ambassador of Belgium

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE

D.1121
No. 8142

WASHINGTON, *September 24th, 1946*

MY DEAR MR. SECRETARY:

In reply to your letter of today's date regarding the obligation of my Government under paragraph 2A(1) of the Memorandum of Understanding between our two Governments to be signed today, I am happy to advise you that the understanding of my Government on the matters mentioned

in your letter coincides with the understanding of your Government as set forth in your letter.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable WILLIAM L. CLAYTON
Acting Secretary of State
Washington, D.C.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BELGIUM REGARDING THE PURCHASE OF BELGIAN FRANCS FOR USE BY THE UNITED STATES ARMED FORCES

The Government of the United States of America and the Government of Belgium have agreed upon the following provisions, which shall supersede those provisions of any prior agreements which are inconsistent therewith:

1. (a) All Belgian francs drawn from the Government of Belgium by the United States Armed Forces minus Belgian francs returned to the Government of Belgium and minus Belgian francs paid out for local procurement eligible for reciprocal aid will be purchased at the rate of 43.77325 francs to the dollar.

(b) Except as provided in paragraph 1 (c) below, all Belgian francs required by the United States Armed Forces for use in Belgium and Luxembourg, in addition to those purchased as provided in paragraph 1 (a) above, will be purchased against payment of their counter-value in United States dollars from the Banque Nationale de Belgique, which shall make such francs available.

(c) The United States Armed Forces may accept Belgian francs from, and shall accept Belgian francs from none other than, members of the United States Armed Forces, and quasi-official organizations, agencies and personnel in and under the military establishment. The United States Armed Forces shall take all practical measures to avoid the acquisition of Belgian francs derived from non-official channels.

2. Belgian francs acquired by the United States Armed Forces may be used only for: (a) exchange of funds, and encashment of dollar instruments authorized by the United States Armed Forces, of troops and personnel in and under the military establishment, and (b) procurement of goods and services.

3. This Memorandum of Agreement will be effective upon signature.

Signed at Washington, in duplicate, this 24th day of September, 1946.

For the Government of the United States of America

W. L. Clayton
Acting Secretary of State

Joseph J. O'Connell, Jr.
Acting Secretary of the Treasury

George J. Richards
Budget Officer for the War Department

For the Government of Belgium

Silvercruys
Ambassador of Belgium at Washington

Belgian Letter Regarding Purchase of Belgian Francs for Use by U.S. armed forces

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE

D.1121
No. 8110

Washington, *September 24th, 1946*

My dear Mr. Secretary:

It is the understanding of my Government that 128 million Belgian francs which the United States Army disbursed for open market procurement in Belgium prior to V-J Day and which it was agreed between our two Governments were disbursed for supplies and services eligible as reciprocal aid, will be deducted from the franc drawings for which the United States War Department will make dollar payment in accordance with the terms of the Memorandum of Agreement between the Government of the United States of America and the Government of Belgium regarding the purchase of Belgian francs for use by the United States Armed Forces. Accordingly, my Government has agreed that it will not present for payment by the United States Army vouchers for supplies and services furnished to the United States Army prior to September 2, 1945.

This letter will confirm to you the understanding of my Government that this claim has been treated as part of the Belgium reverse lend-lease accounts and accounted for as such rather than as a claim for goods and services for which the United States Army will make payment.

Yours sincerely,

The Belgian Ambassador
Silvercruys

The Honorable William L. Clayton,
Acting Secretary of State,
Washington, D.C.

Exchange of Letters Regarding Repurchase of Belgian Francs

The Belgian Ambassador to the Acting Secretary of the Treasury

AMBASSADE DE BELGIQUE

D.1056
No. 8112

WASHINGTON, *September 24th, 1946*

My dear Mr. Secretary:

Reference is made to the Memorandum of Agreement between the Government of the United States of America and the Government of Belgium regarding the purchase of Belgian francs for use by the United States Armed Forces, executed in Washington on September 24th, 1946.

I have been instructed by my Government to advise you that Belgian francs acquired by finance officers of the United States Armed Forces in accordance with the provisions of paragraph 1 of the agreement referred to above, may be turned over by finance officers of the United States Armed Forces to the Belgian authorities at any time, and such francs will be purchased by the Government of Belgium against dollars at the rate at which they were acquired by such finance officers.

Yours sincerely,

The Belgian Ambassador
Silvercruys

The Honorable Joseph J. O'Connell
Acting Secretary of the Treasury
Washington, D.C.

The Acting Secretary of the Treasury to the Belgian Ambassador

THE SECRETARY OF THE TREASURY
WASHINGTON

September 24, 1946

My dear Mr. Ambassador:

Reference is made to your letter to me of September 24, 1946, regarding the repurchase of Belgian francs acquired by finance officers of the United States Armed Forces in accordance with the provisions of paragraph 1 of the Memorandum of Agreement between the Government of the United States of America and the Government of Belgium regarding the Purchase of Belgian Francs for Use by the United States Armed Forces, executed in Washington on September 24, 1946.

It is the understanding of the United States Government that in the event of a devaluation of the Belgian franc, the two Governments will cooperate to effect the necessary adjustments expeditiously. In order to prepare for such an eventuality it will be the policy of the United States Government

to provide to the Belgian Government relevant information regarding the Belgian franc disbursements and holdings of the military establishment in Belgium. It is the intention of the United States Armed Forces to advise you quarterly through a United States Treasury representative of the amount of francs disbursed for the procurement of goods and services and of the amount of francs reported as in the accounts of Army finance officers.

It is our understanding that the obligation of the Belgian Government to repurchase, at the rate of purchase, Belgian francs tendered by the United States Armed Forces shall be limited to the Belgian francs in official United States Armed Forces accounts, and francs held by quasi-official organizations in and under the military establishment.

I am pleased to advise you that under new procedures established by the United States Armed Forces in the European Theater of Operations on the 16th of September, 1946 the United States Armed Forces are no longer accepting Belgian francs from authorized personnel for their accommodation, except in exceptional cases resulting from the change in procedures and orders.

Very truly yours,

JOSEPH J. O'CONNELL, Jr.
Acting Secretary of the Treasury

His Excellency
THE AMBASSADOR OF BELGIUM
Washington, D.C.

EXCHANGE OF LETTERS REGARDING RETRANSFER BY BELGIUM TO LUXEMBOURG OF ARTICLES DELIVERED UNDER LEND-LEASE

The Acting Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 24, 1946

MY DEAR MR. AMBASSADOR:

In the Memorandum of Interpretation, dated April 17, 1945,[13] with respect to the agreement between the United States of America and Belgium under Section 3 (c) of the Lend-Lease Act [14] my Government gave its consent to the retransfer by the Government of Belgium to the Government of Luxembourg of articles to be delivered by my Government to the Government of Belgium under the agreement referred to. By a letter of the same date from the Secretary of State to the Belgian Ambassador my Government pointed out that if it should not be able to conclude arrangements with the Grand

[13] EAS 481, *ante*, p. 599.
[14] 55 Stat. 32.

Duchy of Luxembourg required by the Lend-Lease Act my Government's consent to future retransfers of such articles by the Government of Belgium to the Grand Duchy of Luxembourg would have to be qualified or revoked.

I now take pleasure in advising you that in consequence of the signing today of the Memorandum of Understanding between our two Governments no requirement of the Lend-Lease Act remains unsatisfied with respect to retransfers of such articles by the Government of Belgium to the Government of the Grand Duchy of Luxembourg and there will accordingly be no occasion for this Government to qualify or revoke its above-mentioned consent to such retransfers.

You will understand, of course, that any contemplated retransfers by the Government of Belgium to the Government of the Grand Duchy of Luxembourg of lend-lease supplies of types essentially or exclusively for use in war or warlike exercises will be subject to the provisions of paragraph 10 of the Memorandum of Understanding and will therefore be made only with the consent of my Government.

Sincerely yours,

W. L. Clayton
Acting Secretary of State

His Excellency
Baron Robert Silvercruys
Ambassador of Belgium

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE
D.1064
No. 8111

Washington, *September 24th, 1946*

My dear Mr. Secretary:

I have your letter of today's date with reference to retransfers by my Government to the Government of the Grand Duchy of Luxembourg of articles delivered to my Government by the Government of the United States of America under the Agreement dated April 17, 1945 between our two Governments under Section 3 (c) of the Lend-Lease Act.

I take pleasure in noting your assurance that in consequence of the signing today of the Memorandum of Understanding between our two Governments there will be no occasion for your Government to qualify or revoke its previously given consent to such retransfers.

My Government shares your understanding that any contemplated retransfers by it to the Government of the Grand Duchy of Luxembourg of lend-lease supplies of types essentially or exclusively for use in war or war-

like exercises will be subject to the provisions of paragraph 10 of the Memorandum of Understanding and will therefore be made only with the consent of your Government.

Sincerely yours,

The Belgian Ambassador
SILVERCRUYS

The Honorable WILLIAM L. CLAYTON,
Acting Secretary of State
Washington, D.C.

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchanges of notes at Brussels March 27 and November 23, 1946, and January 17 and February 3, 1947
Entered into force February 17, 1947
Terminated June 22, 1962, by agreement of May 3 and 23, 1962 [1]

61 Stat. 4117; Treaties and Other International Acts Series 1879

The American Embassy to the Ministry for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
BRUSSELS, BELGIUM

No. 149[631]

The American Embassy at Brussels presents its compliments to the Ministry of Foreign Affairs and, with reference to the Ministry's letter of January 31, 1946 (No. 2202/pr/ETATS-UNIS), concerning a proposed reciprocal visa fee waiver agreement for non-immigrant travelers, has the honor to quote below a communication dated March 11, 1946, which has been received from the Department of State on the subject:

"The Government of the United States is willing to grant gratis passport visas to qualified Belgian nationals who are bearers of valid Belgian passports and who are classifiable as bona fide nonimmigrants under the immigration laws of the United States, if the Belgian Government will waive passport visa fees for qualified nonimmigrants proceeding to Belgian territory and bearing valid passports issued by the Government of the United States. Such an arrangement must be concluded on a fully reciprocal basis in accordance with the provisions of the Act of Congress approved February 25, 1925,[2] and the Executive Order of May 15, 1925, which stipulated that arrangements for the waiving or the reduction of passport visa fees shall be accomplished by an exchange of notes and that the concessions granted shall be similar. No arrangement may be concluded affecting the issuance of immigration visas or the fees therefor.

"It is noted that the Belgian Government is prepared to waive passport visa fees in cases of applicants for visitor's visas but desires to limit the period

[1] 13 UST 1246; TIAS 5071.
[2] 43 Stat. 976.

of validity of such visas to a maximum of two months and good for several trips.

"The normal period of validity of a temporary visitor's visa issued by the Government of the United States is twelve months, provided the applicant's passport is valid for that period. Such period of validity could not be modified generally and limited to a period of two months without excessive administrative difficulties. It would appear, therefore, that the arrangement suggested by the Belgian Government could not be feasibly effected upon a reciprocal basis. It is the period of validity of the visa granted by a foreign country which must be equal to the period of validity of the visa issued by the Government of the United States, and not the period or the duration of the stay of the individuals in each country.

"The Government of the United States hopes that further discussions will lead to the conclusion of a reciprocal arrangement whereby bearers of passports issued by the Government of the United States, in possession of non-immigrant visas issued by the Belgian Government, may enter and reenter Belgium one or more times within a normal period equivalent to that of the validity of a passport visa issued by the Government of the United States, that is, one year."

BRUSSELS, *March 27, 1946.*

The Ministry for Foreign Affairs and Foreign Commerce to the American Embassy

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

No. 2202/Pr/United States

BRUSSELS, *November 23, 1946*

The Ministry of Foreign Affairs and Foreign Commerce has the honor to inform the Embassy of the United States of America in Brussels, with reference to its note No. 149[631] of March 27, 1946, that the competent Administrations, after examining the question, have agreed to extend from two months to a maximum of one year, on a basis of reciprocity, the period of validity of travel visas which could be issued directly and free of charge to United States nationals by Belgian career diplomatic and consular agents, by virtue of the new arrangement to be concluded between the two countries.

Notwithstanding the period of validity of their travel visa, United States nationals who do not wish to establish themselves in Belgium will not be required to have professional cards.

Therefore, from that point of view, they will, in fact, be placed in the same status as foreigners exempted from the formality of the visa.

The Minister would be grateful if the Embassy would notify it of the date on which the United States Government would be prepared to have the provisions of the aforesaid arrangement enter into force.

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

EMBASSY OF THE UNITED STATES OF AMERICA
Brussels

The American Embassy to the Ministry for Foreign Affairs and Foreign Commerce

No. 600 AMERICAN EMBASSY, BRUSSELS.

The American Embassy at Brussels presents its compliments to the Ministry of Foreign Affairs and Foreign Commerce, and has the honor to refer to the Ministry's note of November 23, 1946, in which it was stated that the Ministry is agreeable to entering into an agreement with the United States Government to permit the reciprocal issuance of visitors' visas to nationals of both countries, valid for one year, without fees.

The Embassy is in receipt of instructions from the Department of State authorizing it to conclude arrangements for the reciprocal agreement and, if it is agreeable to the Ministry of Foreign Affairs and Foreign Commerce, the Embassy would suggest that the effective date for the reciprocal waiver of fees for visitors' visas be set as February 17, 1947.

The Embassy will appreciate it if the Ministry of Foreign Affairs and Foreign Commerce will indicate whether this date is acceptable to the Belgian Government and takes this occasion to renew the assurances of its highest consideration.

BRUSSELS, *January 17, 1947*

The Ministry for Foreign Affairs and Foreign Commerce to the American Embassy

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
No. 2202/Pr/United States BRUSSELS, *February 3, 1947*

The Ministry of Foreign Affairs and Foreign Commerce has the honor to inform the Embassy of the United States in Brussels, in further reference to its note No. 600 of January 17, 1947, that the Belgian Government agrees that February 17, 1947, shall be fixed as the date of the entry into force of the arrangement concluded between the two countries in the matter of passport visas.

The necessary instructions will be transmitted to Belgian diplomatic and consular agents abroad.

WAR GRAVES AND BATTLE MONUMENTS

Exchange of notes at Brussels June 6 and July 23, 1947
Entered into force July 23, 1947
Amended by agreements of January 17 and 31, 1949,[1] *and December 28, 1954, and January 7, 1955* [2]
Terminated by agreement of November 27, 1959 [3]

61 Stat. 3352; Treaties and Other International Acts Series 1672

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 927

BRUSSELS, *June 6, 1947*

EXCELLENCY:

I have the honor to inquire whether Your Excellency's Government would be willing to accord to the United States Government the concessions set forth below. These concessions are desired in order to facilitate the interment in Belgium, or the removal to their own country, of the bodies of American nationals killed in the World War of 1939–1945, or whose death in the European theater of operations can be directly attributed to that war, or who died in this theater of operations while employed or otherwise engaged in activities contributing to the prosecution of that war, and to permit the establishment, construction, improvement and proper maintenance of permanent cemeteries for the final burial of, and memorials in commemoration of, American nationals who lost their lives in the above-mentioned war.

I

The Belgian Government grants to the United States of America the right to establish and maintain temporary cemeteries within Belgium subject to such control as is necessary, for the burial of persons who so lost their lives, and to make exhumations therefrom or from other locations for return to the

[1] TIAS 1969, *post*, p. 705.
[2] 6 UST 992; TIAS 3239.
[3] 10 UST 2124; TIAS 4383.

United States or for concentration in permanent cemeteries within Belgium including movement of bodies from other countries into Belgium. In view of the limited area of Belgium and the large number of military cemeteries therein already established, the Government of the United States will limit as much as possible the number of bodies of American Nationals to be moved into Belgium from other countries. No mass movement of bodies from other countries to cemeteries within Belgium for permanent interment will be undertaken by the Government of the United States.

II

The Government of the United States shall be exempted from generally applicable laws and regulations of the Belgian Government relating to hygiene and the securing of permits in connection with the burial, disinterment for reburial and movement of bodies. However the Government of the United States engages to conduct such work in a manner which will in no way constitute a danger to public health and to make such sanitary arrangements as are necessary for the purpose. Exhumations, burials and movements of bodies shall be exempted from all Belgian taxes, excepting stamp taxes.

III

The Government of the United States may import into Belgium from any country, and re-export therefrom after use thereof, free of customs duties and other taxes, excepting stamp taxes, the equipment, supplies and materials, including means of transportation by air, land or water, as are necessary for the accomplishment of any of the purposes of this agreement. None of such equipment, supplies and/or materials will be sold in Belgium, or be left in Belgium after completion of the mission in which it is used, excepting with the express permission of the Belgian Government.

American personnel designated by the Government of the United States shall be permitted free entry into, and departure from, Belgium.

IV [1]

The Government of the United States shall be permitted the use of railroads, highways, navigable waters, ports, port installations and buildings for office, warehouse and billet purposes, together with the necessary services and Belgian labor, to the extent required for the accomplishment of the purposes of this agreement, subject only to payment of the established rates of compensation therefor.

V

The Belgian Government will acquire such sites for permanent cemeteries (Fields of Honor) and/or memorials, as are deemed necessary by the Govern-

[1] For a rewording of art. IV, see TIAS 1969, *post*, p. 705.

ment of the United States, with usage thereof in perpetuity reserved to the Government of the United States, free of charge or compensation. Such sites shall be at locations mutually agreed upon and include sufficient ground in addition to burial space, for proper beautification, required approach roads and the construction of such buildings as are essential to the reception of visitors, housing of caretakers and maintenance purposes. Land so acquired, and the buildings and improvements thereon, shall be exempt from taxes excepting the registration tax. The right to the usage of such lands includes the right to plan, design, layout and improve permanent cemeteries, memorials, monuments and other buildings thereon, and to beautify the grounds and provide for the perpetual custody and maintenance of such cemeteries and memorials, upon receiving prior approval of competent Belgian authorities. No construction, including the establishment of simple inclosures, may be undertaken within 10 meters of foreign territory, or within 5 meters of any road, the center of which constitutes an international boundary line.

VI

Salaries and other remuneration paid by the United States to personnel who are citizens of the United States while engaged in the operations contemplated by this agreement, shall be exempted from any and all forms of taxation, direct or indirect, excepting however that such citizens, if domiciled in, or having their permanent residence in Belgium, shall be liable for payment of the professional tax and the national emergency tax on their earnings and also the complimentary personal tax. It is understood that if a treaty for the avoidance of double taxation, now under negotiation between the Belgian and United States Governments, is adopted and supplemented by law, American personnel in charge of permanent cemeteries will be exempted from tax on their earnings. Pending adoption of such treaty, temporary postponement of taxation on such earnings may be arranged if expressly requested by competent United States authorities, with indication of names and addresses of the persons concerned.

VII

The provisions of this agreement shall apply with equal force and effect to the shipment of remains from other foreign countries into Belgium and the disposition thereof, where the next of kin reside in Belgium or one of its possessions or territories and request final interment of remains in a permanent United States Military Cemetery in Belgium.

VIII

The Belgian Government will undertake to initiate legislation in the Belgian Parliament for the exemption from stamp taxes and other taxes not expressly waived in this agreement, referred to in paragraphs II, III and V above.

IX

The rights, privileges and prerogatives reserved to the United States herein shall be exercised prior to 1 January 1955, except as relates to use of lands acquired for permanent cemeteries and/or memorials, including improvements thereto and buildings constructed thereon, which shall run in perpetuity.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

THEODORE C. ACHILLES
Charge d'Affaires, a.i.

His Excellency
Monsieur PAUL HENRI SPAAK
Minister for Foreign Affairs
Brussels

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

No. 55.828/Pr/Cim. Mil. Am.

BRUSSELS, *July 23, 1947*

MR. AMBASSADOR:

Referring to the Embassy's note No. 927 dated June 6, 1947, I have the honor to inform Your Excellency that the Belgian Government is happy to signify to the Government of the United States its agreement concerning the privileges enumerated below, which are intended to permit the burial in Belgian territory, or the repatriation, of the remains of American citizens who were killed during the World War of 1939 to 1945, or whose death in the European theater of operations may be ascribed directly to that war, or who died in the said theater of operations while they were employed or were otherwise taking part in activities for carrying on the war, and the establishment, construction, laying out, and proper maintenance of permanent cemeteries for the final burial of American citizens who lost their lives in the said war, as well as of monuments intended to commemorate them.

I. The Belgian Government grants to the United States of America the right to establish and maintain temporary cemeteries in Belgium, subject to the necessary supervision, to bury therein American citizens who died as stated above, as well as the right to exhume bodies from such temporary cemeteries and from other places in order to take them back to the United States or to bring them together in permanent cemeteries in Belgium, in-

cluding the right to transport bodies from other countries to Belgium. In view of the exiguity of the Belgian territory and the great number of military cemeteries which are already there, the Government of the United States will limit as far as possible the number of bodies of American citizens which are transported from other countries to Belgium. The Government of the United States will not undertake the mass transportation of bodies from other countries to cemeteries in Belgium with a view to their final burial.

II. The Government of the United States will not be subject to the laws and regulations of the Belgian Government which are generally applicable relative to hygiene and the obtaining of the necessary permits for burying, exhuming, reburying and transporting the bodies. However, the Government of the United States will promise to carry out that work so that it will not constitute a danger to public health and to take the sanitary measures necessary for that purpose. The exhumations, burials and transportation of the bodies shall be exempt from all Belgian taxes.

III. The Government of the United States may import into Belgium, from any country whatsoever, and re-export therefrom after using them, with exemption from customs duties and other charges, the equipment, supplies and materials, including such means of transportation by air, land or water, as may be necessary for fulfilling the purposes of the present Agreement.

No part of such equipment, supplies and/or materials shall be sold in Belgium or left in Belgium after the completion of the mission for which they have been used, except by the express authorization of the Belgian Government.

The American personnel appointed by the Government of the United States may enter Belgian territory freely and depart freely therefrom.

IV. The Government of the United States may use the railroads, roads, navigable waterways, ports, harbor installations and buildings for use as offices, storage and lodging, and draw upon the necessary Belgian services and man power to the extent required for fulfilling the purposes of the present Agreement, on the sole condition of paying the remuneration therefor at the established rates.

V. The Belgian Government will acquire, in order to establish thereon the permanent cemeteries (Fields of Honor) and (or) monuments, and plots of land which the Government of the United States deems necessary, and of which the said Government of the United States shall have the perpetual use, without being compelled to pay charges or compensation. The locations of these plots of land shall be chosen by mutual agreement and the plots shall have sufficient area to include, in addition to the graves, such embellishments and roads of approach as may be necessary as well as the construction of the buildings required for the reception of visitors, the quarters of gar-

deners, and the storage of maintenance equipment. The land acquired under these conditions and the buildings and improvements added shall be tax-exempt.

The right to use the plots in question shall include also the right to plan, design, mark out and lay out the permanent cemeteries, monuments and other structures which will be built there, as well as to embellish the plots and to take the necessary measures for the perpetual guarding and maintaining of the cemeteries and monuments, after approval by the proper Belgian authorities. No construction, including the creation of simple enclosures, shall be undertaken less than 10 meters from a foreign territory or less than 5 meters from a road the axis of which constitutes a boundary.

VI. The wages and other remuneration paid by the United States to the personnel of American nationality engaged in the work contemplated by the present agreement shall be exempt from every kind of direct or indirect tax; it being understood, however, that the members of such personnel who are domiciled in Belgium or who have their permanent residences in that country shall be subject to the professional tax and the national emergency tax on their salaries, as well as on the supplementary personal tax. It is understood that, if the agreement to prevent double-taxation which is being negotiated at the present time between the Belgian Government and the Government of the United States is adopted and ratified, the American personnel concerned with the cemeteries shall be exempt from the income-tax. Pending adoption of that agreement, it may be agreed to postpone provisionally the collection of the income-tax, if the proper American authorities make an express request to that effect, indicating the names and addresses of the persons concerned.

VII. The provisions of the present Agreement shall apply with the same force and effect to the transportation of mortal remains by sea to Belgium from foreign countries, as well as to their burial, if the next of kin live in Belgium or in one of its territories or possessions and request that they be buried definitively in a permanent cemetery of the United States in Belgium.

VIII. The Belgian Government pledges itself to submit to the Belgian Parlement, should the occasion arise, such proposed laws as may be found necessary for exemption from the various charges and fees which have not been the subject of a formal exemption in the present Agreement.

IX. The rights, privileges and prerogatives reserved for the United States by virtue of the present Agreement shall be exercised before January 1, 1955, except when it is a question of the use of land acquired for the purpose of making permanent cemeteries and (or) for the purpose of erecting monuments thereon, including the appurtenances thereof and the buildings which

will be erected there, in which cases the said rights, privileges and prerogatives shall be perpetual.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurances of my very high consideration.

For the Minister of Foreign Affairs:
The Secretary General ad interim,
DE ROMRÉE

His Excellency
Admiral ALAN GOODRICH KIRK,
Ambassador of the United States of America
Brussels

CIVIL AFFAIRS: STATUS AND FACILITIES TO BE ACCORDED U.S. FORCES ENGAGED IN OCCUPATION OF GERMANY AND AUSTRIA

Exchange of notes at Brussels April 29, 1948, with text of memorandum of agreement
Entered into force April 29, 1948; operative from May 8, 1945
Obsolete [1]

Department of State files

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

No. 452-611-2322 BRUSSELS, *April 29, 1948*

MR. CHARGÉ D'AFFAIRES:

The negotiations which have taken place between the representatives of the Belgian and American Governments concerning the status and facilities to be accorded in Belgium to American forces taking part in the occupation of Germany and Austria have resulted in an agreement the terms of which are contained in the annexes hereto, the French and English texts being equally authentic.

I am happy to inform you that the Belgian Government has indicated its agreement with respect to these texts, subject to the approval of Parliament.

I should be grateful if you would notify me of the agreement of the Government of the United States of America with respect to the contents of these documents.

I propose that this note, together with your reply, be considered as constituting an agreement between our two Governments which will enter into force on the date of the exchange of the present notes, subject to approval

[1] By the exchange of notes of May 6 and Aug. 7, 1969, the Government of the United States and the Government of Belgium agreed that the agreement was no longer in force.

thereof by Parliament.[2] The Belgian Government will inform the United States Government of the date of that approval.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

P. H. Spaak

Mr. Hugh Millard,
Chargé d'Affaires,
Embassy of the United States of America,
Brussels.

Memorandum of agreement regarding the status and facilities accorded in Belgium to the United States Forces engaged in the occupation of Germany and Austria

The Government of the United States of America and the Government of Belgium,

Considering that the continued use of Belgian territory will be necessary to some extent and for some time to come to facilitate the task of the Commander in Chief, European Command (hereinafter referred to as the Commander in Chief), in connection with the military occupation of Germany or Austria;

Desiring to make appropriate provision for the United States Armed Forces temporarily present in or passing through Belgium and to safeguard all equipment and stores belonging to and destined for the use or distribution by such forces both inside and outside Belgium, in consequence of the Allied arrangements for the occupation and control of Germany or Austria, or for any other temporary purposes which have arisen out of the war against Germany;

Have agreed as follows:

Article 1

The United States Forces shall have full right to pass through Belgian territory when on their way to or from the United States area in Germany or Austria or temporary United States installations in formerly enemy-occupied territories, including the right to navigate in Belgian territorial waters and to have passage for aircraft over Belgium, and landing rights in Belgium subject to provisions of Article 2, the right to maintain in Belgium such stores, services and personnel as may be necessary for the maintenance of the United

[2] In a note to the American chargé d'affaires at Brussels July 11, 1949, the Minister of Foreign Affairs stated that approval of the agreement had not been requested of the Belgian Parliament, that, after careful examination of the question, the Belgian Government believed that in the present circumstances it did not seem necessary from a practical point of view to have recourse to this procedure, and that instructions had been given to the administration to comply with the provisions of the agreement.

States Forces, and the right to have rest centers for individuals on leave or camps for the accommodation of units of the forces temporarily released from occupation duty. The necessary technical measures for the use of such rights shall be taken by the competent Belgian authorities in consultation with the Commander in Chief.

ARTICLE 2

(a) The United States Forces shall be accorded within reasonable limits all facilities afforded by Belgian ports (including dockyards and ship repairing facilities), airfields, railways, inland waterways, roads, and postal services they may from time to time request.

(b) In particular the Belgian Government agrees that, for mutual convenience, special areas in Belgian ports and at certain airfields may be designated by them for the exclusive use of the United States Forces on conditions determined by the competent Belgian authorities. Such areas shall remain under Belgian administration, but the Commander in Chief shall have the right to participate in the policing of the areas and in the control of the operation of port or airfield facilities situated therein.

ARTICLE 3

(a) Subject to the provisions of paragraph (c) and paragraph (d) of this Article, lands and buildings in Belgium which have been made available to the United States Forces prior to the coming into force of this agreement may be retained so long as they may be required for the essential purposes of the United States Forces.

(b) The Belgian Government shall provide for the United States Forces, within the limits permitted by Belgian essential requirements, such lands, buildings and appurtenances and storage space as may from time to time be requested for the accommodation of service personnel and the storage of equipment, stores, and supplies.

(c) Whenever the Belgian Government shall make available to the United States Forces, in substitution for any lands, buildings, or storage space occupied by them, other accommodation which is suitable for the purposes for which it is required by the United States Forces, the premises then occupied shall be evacuated within the time required for the transfer or transportation of the personnel, equipment, stores, and supplies into the new accommodation, provided, however, that no such movement shall be required without prior consultation between the Commander in Chief and the competent Belgian authorities as to its practicability.

(d) Without prejudice to the provisions of paragraph (c) above, any lands, buildings, or storage space occupied by the United States Forces in excess of the military needs resulting from the occupation of Germany or Austria by the United States of America shall be evacuated as soon as possi-

ble and not later than six months after the date of the conclusion of the present agreement, provided, however, that such period of six months may be extended by mutual agreement in consideration of unforeseen circumstances which may arise.

ARTICLE 4

(a) In order to meet the technical signal and postal needs of the United States Forces, the following facilities shall be granted to the United States Forces in Belgium, under conditions to be agreed upon in specific technical agreements between the Belgian authorities and the Commander in Chief:

(i) access to Belgian telecommunications, radar, and other communication services, including radio aids, as may be needed for the purpose of the United States Forces of occupation in Germany and of the United States Forces in Belgium;

(ii) the right to construct, maintain, and operate such radio and radar stations and landline communication networks as may from time to time prove necessary for naval, military, or air purposes;

(iii) the right to continue to operate an independent army postal service in Belgium for the benefit of United States Forces serving there.

(b) The competent Belgian authorities shall:

(i) cooperate in regard to the allocation of all frequencies required for radio communication networks and radar installations with the competent authorities representing the United States Forces;

(ii) accord to the United States Forces in Belgium the right to use frequencies which are essential for their purposes.

ARTICLE 5

Arrangements shall be made between the Commander in Chief and the competent Belgian authorities for any discussions as may from time to time appear to be necessary in relation to the continuance of the minimum essential public services and facilities required for the maintenance of the United States Forces in Germany and Belgium.

ARTICLE 6

The United States Forces shall be granted right of way for and access to all military petroleum pipe-lines and installations situated in Belgian territory connected with the distribution of petroleum products to the United States Forces, but no new pipe-lines or installations shall be established or maintained without the agreement of the competent Belgian authorities.

ARTICLE 7

The United States Forces shall have the right to employ local civilian labor in compliance with Belgian law and collective conventions in force and in ac-

cordance with a procedure to be agreed upon by the appropriate Belgian and United States military authorities. The closest cooperation between the United States military authorities concerned and the competent Belgian authorities shall be maintained on all questions relating to working conditions and wages.

ARTICLE 8

The United States Forces shall have the right to procure local produce, supplies, and goods manufactured in Belgium in accordance with a procedure to be agreed upon by the appropriate Belgian and United States military authorities. In order that such procurement may not have an adverse effect upon Belgian economy, the competent Belgian authorities shall notify the United States military authorities of the particular articles in respect of which local purchase by the United States Forces shall from time to time be excluded or restricted.

ARTICLE 9

(a) United States military courts and authorities shall have exclusive criminal jurisdiction over all members of the United States Forces except persons absent without leave who commit offenses under Belgian law, and over all persons of non-Belgian nationality not belonging to the United States Forces who accompany those Forces and are subject to United States military or naval law, provided that the United States Forces may elect not to assume and exercise such jurisdiction in any particular case, and in such event shall inform the competent Belgian authorities and transfer the member of the United States Forces or other person for trial under Belgian law.

(b) The persons of non-Belgian nationality accompanying the United States Forces and subject to United States military or naval law shall be in possession of a pass or identity card issued by the competent United States military authority and establishing their status.

(c) The immunity from jurisdiction hereby provided for implies the obligation to comply with Belgian law as well as to abstain from any political activity and from any commercial activity not consistent with the spirit of the present agreement. Upon violation of such obligations the Belgian Government may request the removal from Belgium of the guilty persons.

ARTICLE 10

(a) The United States Forces shall have the right, for the purpose of maintaining good order and discipline of persons subject to the jurisdiction of United States military and naval law, to police the camps, lands, and buildings reserved for their exclusive use and to employ military police outside those premises. The carrying of arms by members of the United States Forces shall be allowed only when on duty.

(b) The United States Forces shall have the right to use their own guards and police for the protection of their own camps, lands, and buildings re-

served for their exclusive use. Persons who are not subject to the jurisdiction of the United States authorities may be arrested within such camps, lands, and buildings and be detained there by the United States military police when suspected of having committed an offense against the persons, property, or security of the United States Forces therein or against the law of Belgium, but they shall be handed over immediately and in any case within twenty-four hours to the competent Belgian authorities.

(c) The Belgian authorities may arrest and detain persons subject to the jurisdiction of the United States military or naval courts and authorities for offenses or suspected offenses against Belgian law committed outside the camps, lands, and buildings reserved for their exclusive use, but shall hand over such persons as soon as it is established that they come under the exclusive jurisdiction of United States Forces in accordance with the provisions of Article 9 of the present agreement.

ARTICLE 11

(a) The Belgian Government shall make the necessary arrangements for insuring in accordance with Belgian law the trial by Belgian courts of persons subject to Belgian jurisdiction alleged to have committed offenses against the persons, property, or security of the United States Forces.

(b) The United States military authorities shall make the necessary arrangements for insuring in accordance with United States military or naval law the trial by United States military courts or authorities of members of the United States Forces, or of persons accompanying them subject to military or naval law, alleged to have committed offenses against Belgian law.

ARTICLE 12

The competent Belgian authorities and the Commander in Chief shall take the necessary steps within the provisions of Belgian and United States laws respectively for such mutual assistance as may be required for making investigations, collecting evidence, and securing the attendance of witnesses in relation to cases triable under United States military or Belgian jurisdiction.

ARTICLE 13

(a) Claims of individuals, firms and corporations against the United States Government based on incidents occurring in Belgium or the Belgian Congo on or after July 1, 1946, are the responsibility of the United States Government and will be dealt with under pertinent United States laws.

(b) In all cases of traffic accidents in Belgium or in Germany in which the vehicles (or their contents) of the respective Governments are damaged or destroyed, or in which one Government might otherwise assert against the other claim for death, injury or loss (as distinct from the claims of individuals), it is agreed that the respective Governments will each bear their own

losses where they fall and will mutually forbear from asserting any claims against the other. The above will not prevent the formulation of claims against persons for whose negligent acts the respective Governments are not financially responsible. It is understood that mutual forbearance is not limited to cases of damage or injury caused by members of the United States Forces only, but extends to all cases of damage or injury caused by personnel or employees of the respective Governments.

ARTICLE 14

(a) The United States Forces, including organizations accompanying these Forces, and the property belonging to them or to the Government of the United States of America shall be exempt from all Belgian taxation, national and local, whether direct or indirect, including customs duties, excise taxes and stamp taxes, but specifically excluding taxes which are part of the final purchase price of articles purchased in Belgium and which taxes have been paid prior to sale to the United States Forces. The Commander in Chief will take the necessary action to insure that all property subject to such exemption is not sold to the public in Belgium, except as may be agreed upon with the Belgian Government.

(b) The members of the United States Forces and organizations, persons employed by or accompanying those Forces (except those of Belgian nationality), their dependents, and non-Belgian members of their immediate households shall be exempt from direct taxation on their income derived from non-Belgian sources and on their property, except immovable property located in Belgium. Further, such persons shall be exempt from the payment of any customs duty or use tax on personal property brought by them into Belgium, imported by means of Army Postal Service or acquired by them in Belgium from a United States Government agency for their personal use or consumption within reasonable limits, provided that they do not sell or dispose of such property in Belgium. Such persons shall also be exempt from payments of any export tax on personal property imported by them or acquired by them in Belgium and exported by them when transferred from Belgium. They shall, however, be subject without discrimination to excise taxes and tolls on their transactions and activities outside of the scope of their official duties, including taxes or fees payable in connection with the operation of privately owned automobiles. In the event that any such person should die while in Belgium, he shall not be considered a resident of Belgium for the purpose of assessing or collecting any death, estate, or succession tax or duty.

ARTICLE 15

The exercise of customs control by Belgian authorities concerning members of the United States Forces shall be regulated according to separate agreements which have been or in the future may be negotiated between the Belgian Ministry of Finance and the United States military authorities.

ARTICLE 16

The facilities afforded under this agreement to the United States Forces shall, subject to specific agreement with the Belgian Government, be made available to the same extent to organizations which are agencies of the Commander in Chief or of the Government of the United States of America and to civilian officials and government employees present in Belgium on duty with the United States Forces.

ARTICLE 17

(a) The disposal of property which has fallen into the hands of the United States Forces within Belgium and which is still within their possession shall be governed according to separate agreements which have been or in the future may be negotiated between the Belgian Ministry of National Defense and the United States military authorities.

(b) The disposal of property belonging to the United States or to the United States Forces which shall hereafter be declared surplus to the "Office of the Foreign Liquidation Commissioner, United States Department of State", and all other United States government scrap and salvage in Belgium shall be governed according to separate agreements which have been or in the future may be negotiated between the Belgian and the United States authorities.

ARTICLE 18

The cost of any facilities made available in Belgium to the United States Forces as such shall, in so far as they were not covered by the "Memorandum of Understanding between the Government of the United States of America and the Government of Belgium regarding Settlement for Lend Lease, Reciprocal Aid, Plan A, Surplus Property, and Claims", signed at Washington on September 24, 1946,[3] be the responsibility of the Government of the United States of America except where otherwise agreed. The conditions of payment on which the various facilities referred to in this agreement are made available to the United States Forces in Belgium, together with other financial questions, shall form the subject of a separate agreement.

ARTICLE 19

(a) The provisions of the present agreement shall, with effect from May 8, 1945, replace those of the memorandum of agreement respecting the arrangements for civil administration and jurisdiction in Belgian territory liberated by an Allied Expeditionary Force, signed on behalf of the United States of America and Belgium on May 16, 1944,[4] provided that:

(i) any immunity from jurisdiction or taxation in Belgium accorded to

[3] TIAS 2064, *ante*, p. 631.
[4] *Ante*, p. 590.

persons subject to United States military or naval law or to civilian employees of the Government of the United States of America shall be deemed to have continued from May 8, 1945, until the conclusion of the present agreement;

(ii) any action taken by United States military authorities or persons acting under their orders between May 8, 1945, and the conclusion of the present agreement shall, if in conformity with the provisions of the said memorandum of agreement of May 16, 1944, be sanctioned by the present agreement.

(b) The present agreement shall remain in force until December 31, 1948, and thereafter until the expiry of six months from the date of any notice in writing by either high contracting party to the other of his intention to terminate the treaty period.

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

No. 1544 BRUSSELS, *April 29, 1948*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date regarding the status and facilities accorded in Belgium to the United States Forces engaged in the occupation of Germany and Austria.

I wish to inform you that the agreement annexed hereto,[5] the French and English languages of which shall each be authentic, has been agreed to by the Government of the United States of America.

In accordance with your Excellency's suggestion, my government considers your note and my reply thereto as constituting an agreement between our two governments, which shall become effective on the date of the exchange of these notes, subject to the approval of the said agreement by the Belgian parliament.[6] It is understood that the Belgian Government will notify the Government of the United States of America of the date of such approval.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HUGH MILLARD
Chargé d'Affaires, ad interim

His Excellency
Monsieur PAUL HENRI SPAAK
Minister for Foreign Affairs
Brussels.

---

[5] For text of memorandum of agreement, see p. 662.
[6] See footnote 2, p. 662.

CUSTOMS PRIVILEGES FOR FOREIGN SERVICE PERSONNEL

Exchange of notes at Brussels February 26 and May 28, 1948, with Belgian ministerial decree and instructions
Entered into force May 28, 1948

Department of State files

The American Chargé d'Affaires to the Minister of Foreign Affairs

No. 1390 AMERICAN EMBASSY

EXCELLENCY:

I have the honor to refer to Your Excellency's kind Note no. 95/107 of December 30, 1947, of the Secretariat General, Section du Personnel, with which you informed me that the Belgian authorities are agreeable on the condition of reciprocity that as soon as the Customs Union between the Netherlands and the Belgo-Luxembourg Economic Union becomes operative, that is to say January 1, 1948, exemption from all duties and import taxes will be granted not only to the chiefs of diplomatic missions of the United States accredited to Belgium but also to diplomatic personnel (Counselors, Secretaries and Attaches) and career consuls, as well as to employees of Embassy and Consulates on the condition that they are of American nationality and that they do not have a private lucrative profession in Belgium.

The Ministry's kind Note under reference was forwarded to the Department of State at Washington which has replied with a telegram dated February 17, 1948, that upon the request of the Belgian Embassy at Washington the Department of State will request for consular officers, diplomatic and consular personnel at the Belgian Embassy and Consulates, and members of their families living with them the privilege of free importation on the basis of reciprocity. Exemption from the payment of internal revenue tax on importations of liquors and tobacco will also be requested for Belgian consular officers and consular personnel. This matter has already been discussed with the Treasury Department and the latter has approved such a procedure. Accordingly, the Department of State requests that agreement on this point become effective forthwith.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HUGH MILLARD
Charge d'Affaires, a.i.

BRUSSELS, *February 26, 1948*

His Excellency
PAUL-HENRI SPAAK
Minister for Foreign Affairs
Brussels

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

No. 95/107 BRUSSELS, *28th May 1948*

MR. AMBASSADOR:

In his letter of 26th February 1948, No. 1390, Mr. Hugh Millard, Chargé d'Affaires, informed me that the "Treasury Department" in Washington had agreed to grant on a reciprocal basis, free entry of merchandise imported for the personal use of Belgian career diplomats and consular agents, and career chancellery personnel employed in the Belgian Embassy and Consulates General in the United States of America. Exemption from the internal revenue tax on liquor and tobacco imports would also be granted, on a reciprocal basis, to Belgian career consuls and career chancellery agents employed in Belgian Consulates General located in American territory.

Accordingly, the Belgian Ministry of Finance will henceforth apply to the head of the American diplomatic mission accredited to Belgium, to diplomatic agents (counselors, secretaries and attachés) to career consuls and to career chancellery agents employed in the Embassy and in the American Consulate General in Belgium, the provisions established by the Benelux Customs Union, in effect since January 1, 1948, concerning free entry of merchandise for their personal use.

There is enclosed herewith, for your Excellency's use, a copy of the ministerial decree of December 19, 1947, which governs the application of free customs entry, as well as a copy of the instructions concerning this application.

The term "merchandise" includes all products and commodities, without exception, whether imported directly from a foreign country, coming from a warehouse which is under customs supervision, or which are in transit through the Belgo-Luxembourg Economic Union.

The term "chancellery agents" includes officials employed in career chancelleries of career legations and consulates (including consuls, vice-

consuls, and attachés who are not covered by the expression "career consul"), providing that those foreigners are not engaged in any other lucrative occupation in the country, but who are not necessarily a citizen of the country they represent.

It should be noted that, except for heads of diplomatic missions, free entry is only granted on a strict basis of reciprocity.

On the other hand, it is understood that this free entry does not prejudice the rights which interested persons possess, under article 22 of the above-mentioned ministerial decree of December 19, 1947, to import, duty free, for transfer purposes, those personal effects and vehicles which they were using in a foreign country prior to the transfer of their residence to Belgium. In this case, the reciprocity clause is not involved.

Finally, free entry from excise taxes and consumer taxes to which imported goods are eventually subject, will be granted under the same conditions which govern exemption from customs duties.

However, under present Belgian legislation, products of Belgian origin are not exempt from such charges.

I avail myself of this opportunity, Mr. Ambassador, to renew to your Excellency the assurance of my very high consideration.

For the Minister of Foreign Affairs
The Secretary General
BARON DE GRUBEN

His Excellency
Admiral ALAN GOODRICH KIRK
Ambassador of the United States
of America at
Brussels

MINISTERIAL DECREE OF 19TH DECEMBER, 1947 GOVERNING THE APPLICATION OF FREE ENTRY IN CUSTOMS MATTERS

(Copy of the *Moniteur Belge* of 25th December, 1947)

[TRANSLATION]

Art. 15. Para. 1. On a reciprocal basis, completely free entry is granted to merchandise intended for the personal use of career diplomatic agents and career consuls serving in territory of the Belgo-Luxembourg Economic Union, as well as chancellery agents attached to legations and consulates established in such territory, providing that such persons are foreigners and that they have no occupation in the territory of the Belgo-Luxembourg Economic Union.

"Personal use" also includes use by members of the household.

Para. 2. Free entry is granted upon presentation of a certificate in which

the person having the right to free-entry indicates his status, and certifies that the merchandise is intended for his personal use. This certificate must itemize the merchandise, declaring the nature, the number of pieces, and the markings of the packages.

When the merchandise is intended for a chancellery agent attached to a legation or to a consulate, the above-mentioned certificate must be certified by the head of the mission or the head of the consulate.

Para. 3. In cases where merchandise imported duty-free is turned over to a third person, duty must be paid.

When merchandise is imported, free entry may be established by presentation of a document which becomes invalid when the merchandise is no longer in use by the person having the right to free-entry.

Art. 16. Para. 1. On a reciprocal basis, complete free entry is granted to chancellery supplies sent by foreign governments, or in their name, to their consulates established in territory of the Belgo-Luxembourg Economic Union.

Para. 2. Free-entry is granted upon presentation of a certificate in which the consul concerned asserts that the merchandise is imported for consulate use, providing that it has been established that the merchandise was sent directly to the consul interested by his government, or by its representative in another country.

APPLICATION OF ARTICLE 15 OF THE MINISTERIAL DECREE OF 19TH DECEMBER, 1947

(*Moniteur Belge* of 25th December, 1947)

[TRANSLATION]

Packages not listed on passports or on way-bills are sent with a laissez-passer-with-guarantee (passavant-à-caution) to the customs warehouse in Brussels, or with a transit receipt to the out-going office designated by the interested person. However, the head of the incoming office may, in this case, permit the entry of luggage duly sealed, when it is apparent by its nature, that it contains nothing but diplomatic documents.

In any event, official seals must be respected by customs officials.

Luggage accompanying diplomatic agents of the rank of counselor, secretary, attaché, commercial attaché, military attaché, naval attaché, or air attaché, and who belong to an embassy or a legation accredited to Belgium are, except where abuse is suspected, free from inspection—providing that such officials establish their status by means of a regular passport.

The same exemption is applicable to luggage accompanying bearers of a special blue identity card issued by the Ministry of Foreign Affairs to foreign members of certain international organizations established in the country.

Merchandise shipped from a foreign country, which can benefit from the exemption provided in article 15 of the decree, must be sent to a customs of-

fice in Brussels or Antwerp in order to be cleared. However, if the shipments involved are intended for a career consul [1] or for a chancellery agent in a consulate which is established in some other locality having a public warehouse, such shipments may be cleared at that warehouse.

Shipments presented at the border must be reshipped to the above-mentioned clearing-posts. If the shipment takes place by any other means than escorted rail shipment it is validated by a laissez-passer-with-guarantee (passavant-à-caution) No. 132 under ordinary conditions. However, if from documents or papers presented it appears that the addressee belongs to a category of exempted persons, the collector stamps on the laisser-passer-with-guarantee (passavant-à-caution) "Diplomatic immunity—exempt from inspection." ("Immunités diplomatiques-Dispense de vérification".) When this statement is noted, the luggage is sealed without being inspected. The importer is requested to resubmit the shipment to the office of destination designated in the document, so that the formalities of free-entry may be carried out.

Merchandise intended for heads of mission, for diplomatic agents (counselors, secretaries, attaches), or for career consuls are accepted for free entry upon presentation of a certificate bearing the seal of the embassy, legation or consulate, which states that the effects are intended for the use of the signatory, or for the needs of his family, (of his household in the case of a head of mission). For shipments intended for chancellery agents, the certificate must be signed by the interested person and certified by the head of mission or by the consul with the following statement: "the above-mentioned merchandise is in keeping with the position of the person involved who in actual fact holds the above-mentioned status." ("les marchandises ci-dessus sont en rapport avec la situation de l'intéressé qui occupe effectivement la fonction désignée ci-dessus.")

The certificate is turned over to the head customs officer at the free-entry office. This officer makes certain that the reciprocal requirement has been fulfilled, in which case he authorizes the collector to issue a receipt for free-entry or—in case of a motor vehicle intended for a person other than the head of mission—to validate, without guarantee, a transit receipt 41v bearing the statement "Application of article 15, para. 3, at the end of the ministerial decree of December 19, 1947." ("Application de l'art. 15, para. 3, in fine de l'arrêté ministériel du 19 décembre 1947".)

This last document is valid for one year; this period may be extended by the Director upon request of the interested person.

On presentation of this document, the shipment is subjected to an inspection, which usually is brief.

On presentation of transit receipts 41v, delivered under the above-mentioned conditions and which have not expired, the vehicles may freely cross

[1] By consul is understood the head of a consular office, regardless of the rank of the incumbent (consul general, consul, or vice-consul). [Footnote in original.]

the border an indefinite number of times, whether entering or leaving the country.

In case of definite exportation, the interested person will submit the document to the out-going office to acknowledge exportation. Transit receipt 41v, bearing the out-going acknowledgment, is then transmitted to the office of central administration—Customs Office—which notifies the issuing office that the document has been surrendered. In case a vehicle should be sold in the Belgo-Luxembourg Economic Union, the holder of transit receipt 41v will inform the central administration of the name and address of the purchaser and will notify the latter that he must report with the car to the office which issued transit receipt 41v, to pay the duties and taxes.

The list of diplomatic personnel (heads of mission, counselors, secretaries, attaches) and the list of foreign career consuls, as well as all changes which may arise, will be communicated to the directors at Antwerp and Brussels. Controllers will receive the same information covering consuls located in their areas.

MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

Exchange of notes at Brussels July 2, 1948
Entered into force July 2, 1948
Expired in accordance with its terms

62 Stat. 2880; Treaties and Other International Acts Series 1821

The American Ambassador to the Minister of Foreign Affairs [1]

July 2, 1948

EXCELLENCY,

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and the Kingdom of Belgium and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as the Government of the United States of America participates in the occupation or control of any areas in Western Germany and in the Free Territory of Trieste, the Government of Belgium will apply to the merchandise trade of such area the provisions of the General Agreement on Tariffs and Trade dated October 30, 1947,[2] as now or hereafter amended, relating to most favored nation treatment.

2. The undertaking in point 1 above will apply to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most favored nation treatment to the merchandise trade of Belgium.

3. The undertakings in points 1 and 2 above are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth in the Havana Charter

[1] An identical note, addressed to the American Ambassador, was signed by the Minister of Foreign Affairs, Paul Henri Spaak, on the same day, July 2, 1948, at the time of the signing of the Economic Cooperation Agreement between the United States and Belgium (TIAS 1781, *post*, p. 678).

[2] TIAS 1700, *ante*, vol. 4, p. 641.

for an International Trade Organization [3] relating to the reduction of tariffs on a mutually advantageous basis.

4. It is recognised that the absence of a uniform rate of exchange for the currency of the areas in Western Germany, referred to in point 1 above, may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of Belgium to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of Belgium determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

ALAN G. KIRK

---

[3] Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents 1941–49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

ECONOMIC COOPERATION

Agreement and annex signed at Brussels July 2, 1948
Entered into force July 29, 1948
Amended by agreements of November 22 and 29, 1948;[1] *June 29, 1950;*[2] *September 10, 1951;*[3] *and December 11, 1952, and March 5, 1953*[4]

62 Stat. 2173; Treaties and Other International Acts Series 1781

Economic Cooperation Agreement between the United States of America and the Kingdom of Belgium

PREAMBLE

The Governments of the United States of America and of Belgium;

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Government of Belgium has joined with other like-minded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the Government of Belgium is a member of the Organization for European Eco-

[1] TIAS 1906, *post*, p. 703.
[2] 1 UST 510; TIAS 2093.
[3] 2 UST 2057; TIAS 2334.
[4] 4 UST 435; TIAS 2790.

nomic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,[5] providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted effort to become independent of extraordinary outside economic assistance;

Taking note that the Government of Belgium has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by Belgium, and the measures which the two Governments will take individually and together in furthering the recovery of Belgium as an integral part of the joint program for European recovery;

Have agreed as follows:

ARTICLE I

(Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist Belgium, by making available to the Government of Belgium or to any person, agency, or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Belgium only such commodities, services, and other assistance as are authorized to be made available by such acts.

2. The Government of Belgium, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of Belgium reaffirms its intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Cooperation, to continue to participate

[5] 62 Stat. 137.

actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to Belgium and procured from areas outside the United States of America, its territories and possessions, the Government of Belgium will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

ARTICLE II

(General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of Belgium will use its best endeavors:

(*a*) to adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including:

(1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of Belgium in support of the requirements of assistance to be furnished by the Government of the United States of America;

(2) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation; and,

(3) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery, assets, and earnings therefrom, which belong to nationals of Belgium and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of Belgium to dispose of such assets;

(*b*) to promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, to

communicate to that Government detailed proposals for specific projects contemplated by the Government of Belgium to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, steel, transportation facilities and food;

(*c*) to stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

(*d*) to cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article Eight of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the various participating countries the Government of Belgium will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of Belgium will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

Article III

(Guaranties)

1. The Governments of the United States of America and of Belgium will, upon the request of either Government, consult respecting projects in Belgium proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111 (*b*)(3) of the Economic Cooperation Act of 1948.

2. The Government of Belgium agrees that if the Government of the United States of America makes payment in U.S. dollars to any person under such a guaranty, any francs or credits in francs assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.

Article IV

(Local Currency)

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of Belgium will establish a special account in the National Bank of Belgium in the name of the Government of Belgium (hereinafter called the special account) and will make deposits in francs to this account as follows:

(*a*) The unencumbered balances of the deposits made by the Government of Belgium pursuant to the exchange of notes between the two Governments dated April 30, 1948.[6]

(*b*) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services, and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to Belgium on a grant basis by any means authorized under the Economic Cooperation Act of 1948, less, however, the amount of the deposits made pursuant to the exchange of notes referred to in sub-paragraph (*a*). The Government of the United States of America shall from time to time notify the Government of Belgium of the indicated dollar cost of any such commodities, services, and technical information, and the Government of Belgium will thereupon deposit in the special account a commensurate amount of francs computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund.

The Government of Belgium may at any time make advance deposits in the special account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of Belgium of its requirements for administrative expenditures in francs within Belgium incident to operations under the Economic Cooperation Act of 1948, and the Government of Belgium will thereupon make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,[7] shall be allocated to the use of the Government of the United

[6] Not printed here. For background, see *Department of State Bulletin*, May 23, 1948, p. 686.

[7] 62 Stat. 1054.

States of America for its expenditures in Belgium, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Government of Belgium will further make such sums of francs available out of any balances in the special account as may be required to cover costs (including port, storage, handling, and similar charges) of transportation from any point of entry in Belgium to the consignee's designated point of delivery in Belgium of such relief supplies and packages as are referred to in Article VI.

6. The Government of Belgium may draw upon any remaining balance in the special account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Belgium for drawings from the special account the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in Belgium and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Belgium, including in particular:

(*a*) Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Belgium and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development;

(*b*) Expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; or

(*c*) Effective retirement of the national debt, especially debt held by the Central Bank or other banking institutions.

7. Any unencumbered balance other than unexpended amounts allocated under paragraph 4 of this Article remaining in the special account on June 30, 1952, shall be disposed of within Belgium for such purposes as may hereafter be agreed between the Governments of the United States and Belgium, it being understood that the agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

Article V

(Access to Materials)

1. The Government of Belgium will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating

in Belgium, which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time, as may be agreed to between the Governments of the United States of America and of Belgium after due regard for the reasonable requirements of Belgium, for domestic use and commercial export of such materials. The Government of Belgium will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within Belgium and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of Belgium will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Belgium will, when so requested by the Government of the United States of America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph 9 sub-section 115 (*b*) of the Economic Cooperation Act of 1948, which relates to the development and transfer of materials required by the United States of America.

3. The Government of Belgium will, when so requested by the Government of the United States of America, cooperate, wherever appropriate, to further the objectives of paragraph 1 and 2 of this Article in respect of materials originating outside of Belgium.

ARTICLE VI

(Travel Arrangements and Relief Supplies)

1. The Government of Belgium will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of Belgium will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of dutyfree treatment under appropriate safeguards) so as to facilitate the entry into Belgium of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in Belgium.

ARTICLE VII

(Consultation and transmittal of information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of Belgium will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of Belgium:

(*a*) Detailed information of projects, programs, and measures proposed or adopted by the Government of Belgium to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

(*b*) Full statements of operations under this Agreement, including a statement of the use of funds, commodities, and services received thereunder, such statements to be made in each calendar quarter;

(*c*) Information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of Belgium will assist the Government of the United States of America to obtain information relating to the materials originating in Belgium referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

Article VIII

(Publicity)

1. The Governments of the United States of America and of Belgium recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for european recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of Belgium will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Eco-

nomic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of Belgium will make public in Belgium in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities, and services received.

Article IX

(Missions)

1. The Government of Belgium agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in Belgium under this Agreement.

2. The Government of Belgium will, upon appropriate notification from the Ambassador of the United States of America in Belgium, consider the Special Mission and its personnel, and the United States Special Representative in Europe, as part of the Embassy of the United States of America in Belgium for the purposes of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of Belgium will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of Belgium directly and through its representatives on the Organization for European Economic Cooperation will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

Article X

(Settlement of claims of Nationals)

1. The Governments of the United States of America and of Belgium agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of Governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948, by the other Government and affecting property or interests of such national, including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the authority of and is limited by the

terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court.[8] The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements, or principles of international law.

2. The Governments of the United States of America and of Belgium further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

ARTICLE XI

(Definitions)

As used in this agreement:

(*a*) "Belgium" means Belgium together with dependent areas under its administration including Belgian Congo and the territories of Ruanda-Urundi.

(*b*) The term "participating country" means:

(i) Any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) Any other country (including any of the zones of occupation of Germany, any areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration; for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for european recovery designed to accomplish the purposes of this Agreement.

ARTICLE XII [9]

(Entry into Force, Amendment, Duration)

1. This Agreement shall be subject to ratification by the Government of Belgium. It shall become effective on the day on which notice of such ratifica-

[8] TS 993, *ante*, vol. 3, p. 1186.

[9] For a correction of para. 2 of art. XII, see TIAS 1906, *post*, p. 703.

tion is given to the Government of the United States of America. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

(*a*) Six months after the date of such notice of intention to terminate, or

(*b*) After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Belgium are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary Agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Belgium required to be deposited in accordance with its own terms have been disposed of as provided in that Article.

Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Brussels, in duplicate, in the English and French languages, both texts authentic, this second day of July 1948.

Alan G. Kirk [seal]
P. H. Spaak [seal]

Annex

Interpretative Notes

1. It is understood that "The Economic Cooperation Act of 1948" as used in the Agreement means Title I of Public Law 472—80th Congress.

2. It is understood that the requirements of paragraph 1 (*a*) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under this Agreement, effective measures for safeguarding such commodities and for preventing their diversion to markets or channels of trade which are illegal or irregular in Belgium.

3. It is understood that it lies within the discretion of the Government of Belgium to determine the means by which the assets specified in paragraph 1 (*a*) (3) of Article II are put into appropriate use in furtherance of the joint program for European recovery.

4. It is understood that the obligation under paragraph 1 (*c*) of Article II to balance the budget as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

5. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

(*a*) Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(*b*) Excluding enterprises from, or allocating or dividing, any territorial market of [or] field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(*c*) Discriminating against particular enterprises;

(*d*) Limiting production or fixing production quotas;

(*e*) Preventing by agreement the development or application of technology or invention whether patented or unpatented;

(*f*) Extending the use of rights under patents, trademarks, or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subject of such grants; and

(*g*) Such other practices as the two Governments may agree to include.

6. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II are those which are engaged in or made effective by one or more private or public commercial enterprises or by any combination, agreement, or other arrangement between any such enterprises and when such commercial enterprises, individually or collectively, possess effective control or trade among a number of countries in one or more products.

7. It is understood that the Government of Belgium is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination by such Government.

8. It is understood that the phrase in Article V "after due regard for the reasonable requirements of Belgium for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,[10] in the event that stockpiles are liquidated.

9. It is understood that arrangements to be negotiated under Article V will be consistent with the system of trading sought to be established by the General Agreement on Tariffs and Trade [11] and that due regard will be had for the limitations on the powers and authority of the several branches of the Government of Belgium under the established legislative system of that country.

10. It is understood that each Government reserves full freedom of negotiation under paragraph 2 of Article VI.

11. It is understood that the Government of Belgium will not be requested, under paragraph 2(*a*) of Article VII, to furnish detailed information about minor projects, or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

12. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article IX would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article IX would, when necessary, be the subject of inter-governmental discussion.

---

[10] Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

[11] TIAS 1700, *ante*, vol. 4, p. 641.

13. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article X would be subject to ratification by the Senate of the United States of America.

14. It is understood that the Belgian Congo and the territories of Ruanda-Urundi are included in the definition of "Belgium" in paragraph (*a*) of Article XI in order to make clear the application of the provisions of this Agreement to those areas and does not prejudice the legal relationship existing between the Kingdom of Belgium and such areas.

Alan G. Kirk
P. H. Spaak

219 919 70 45

FINANCING OF CULTURAL AND EDUCATIONAL PROGRAMS

Agreement signed at Brussels October 8, 1948, for the United States, Belgium, and Luxembourg
Entered into force October 8, 1948
Amended by agreements of March 18, 1949, April 6, 1951, and March 17 and 29, 1950,[1] *and March 12 and April 2, 1964* [2]

62 Stat. 3451; Treaties and Other International Acts Series 1860

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON THE ONE HAND AND THE GOVERNMENTS OF BELGIUM AND LUXEMBOURG ON THE OTHER HAND FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH PARAGRAPH 2A (2) OF THE MEMORANDUM OF UNDERSTANDING REGARDING SETTLEMENT FOR LEND LEASE, RECIPROCAL AID, PLAN A, SURPLUS PROPERTY, AND CLAIMS OF SEPTEMBER 24, 1946

The Government of the United States of America on the one hand and the Governments of Belgium and Luxembourg on the other hand:

Desiring to promote further mutual understanding between the peoples of the United States of America and Belgium, the Belgian Congo, and Luxembourg by a wider exchange of knowledge and professional talents in the field of education;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law N° 584, 79th Congress,[3] provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies, or credits for currencies, of such foreign government, acquired as a result of surplus property disposals, for certain educational activities; and

Considering that under the provisions of the Memorandum of Understanding between the Government of the United States of America and the Government of Belgium regarding settlement for Lend Lease, Reciprocal Aid, Plan A, Surplus Property, and claims, signed at Washington on Septem-

[1] 8 UST 2021; TIAS 3940.
[2] 15 UST 289; TIAS 5555.
[3] 60 Stat. 754.

ber 24, 1946,[4] it is provided that as and when requested by the United States Government, the Belgian Government will provide Belgian francs up to an aggregate value of $3,000,000, which will be used exclusively to carry out cultural and educational programs,

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization created and established to facilitate the administration of the Educational program to be financed by funds made available by the Government of Belgium under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and the Governments of Belgium and Luxembourg as they relate to the use and expenditures of currencies, and credits for currencies, for the purposes set forth in the present agreement. All of the funds made available by the Government of Belgium, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Belgium for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Belgium, the Belgian Congo, and Luxembourg or of the nationals of Belgium, the Belgian Congo, and Luxembourg in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for nationals of Belgium, the Belgian Congo, and Luxembourg who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purpose, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all pow-

[4] TIAS 2064, *ante*, p. 631.

ers necessary to the carrying out of the purposes of the present agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America;

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however, that the acquisition of any property shall be subject to the prior approval of the Secretary of State of the United States of America.

(5) Plan, adopt, and carry out programs in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

(6) Recommend to the Board of Foreign Scholarships provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Belgium, the Belgian Congo, and Luxembourg, and institutions of Belgium, the Belgian Congo, and Luxembourg qualified to participate in the programs in accordance with aforesaid Act.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by the auditors selected by the Secretary of State of the United States of America.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof.

ARTICLE 3

All expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

ARTICLE 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight directors (hereinafter designated the "Board").

The principal officer in charge of the Diplomatic Mission of the United States of America to Belgium (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall have the power of appointment and removal of members of the Board, except that no members, other than the United States citizens on the Board, shall be removed without prior consultation with the Belgian Minister of Education.

The members of the Board shall be as follows: (a) Three members of the Embassy staff, one of whom shall serve as Chairman, and one of whom shall serve as Treasurer; (b) two citizens of the United States of America, one representative of American business interests in Belgium, and one representative of American educational interests in Belgium, and (c) three citizens of Belgium, or of Luxembourg, one of whom shall be prominent in the field of education.

The five members specified in (b) and (c) of the last preceding paragraph shall be resident in Belgium or Luxembourg and shall serve from the time of their appointment until the succeeding December 31 next following such appointment. They shall be eligible for reappointment. The United States members shall be designated by the Chief of Mission; the Belgian or Luxembourg members by the Chief of Mission from a list of names submitted by the Government of Belgium. Vacancies by reason of resignations, transfers of residence outside of Belgium or Luxembourg, expiration of term of service, or otherwise shall be filled in accordance with this procedure.

The Directors shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors in attending meetings of the Board.

ARTICLE 6

The Board shall adopt such bylaws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Governments of Belgium and Luxembourg.

ARTICLE 8

The principal office of the Foundation shall be in Brussels, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided however, that in the event it is found to be imprac-

ticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint [a] substitute for such time as it deems necessary or desirable.

ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

ARTICLE 11

The Government of Belgium shall deposit with the Treasury of the United States, upon demand of the United States Government, amounts of Belgium currency not to exceed the equivalent of $150.000 (United States Currency) during any calendar year, and in the aggregate totalling the equivalent of $3.000.000 (United States currency).

The rate of exchange between currency of the Government of Belgium and United States currency to be used in determining the amount of currency of the Government of Belgium to be deposited from time to time hereunder, shall be determined in accordance with paragraph 2A(3) of the Memorandum of Understanding.

The Secretary of State of the United States of America will make available for expenditure by the Foundation currency of the Government of Belgium in such amounts as may be required by the Foundation but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

ARTICLE 12

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 13

The present agreement may be amended by the exchange of diplomatic notes between the Governments of the United States of America, Belgium, and Luxembourg.

ARTICLE 14

The present agreement shall come into force upon the date of signature.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

Done at Brussels, in the English and French languages this 8th day of October, 1948.

For the Government of the United States of America:
ALAN G. KIRK

For the Government of Belgium:
CAM. HUYSMANS

For the Government of Luxembourg:
J. KREMER

VISAS: WAIVER FOR AMERICAN CITIZENS AND EXTENSION OF PERIOD OF VALIDITY FOR BELGIAN CITIZENS

Exchange of notes at Washington October 12 and 26, 1948
Entered into force October 26, 1948; operative from October 15, 1948
Terminated June 22, 1962, by agreement of May 3, and 23, 1962 [1]

62 Stat. 3707; Treaties and Other International Acts Series 1891

The Belgian Embassy to the Department of State

AMBASSADE DE BELGIQUE
No. 4723

The Belgian Embassy presents its compliments to the Department of State and has the honor to inform the Department that the Belgian Government has decided to waive from the 15th of October 1948 all visa requirements for American citizens rightfully bearing valid American passports who wish to proceed to Belgium either for transit or for a stay not exceeding two months.

It should be understood that this measure does not alter otherwise the present Belgian regulations governing the sojourn, the establishment or employment of foreigners which remain applicable to American citizens as before.

The Belgian Government has further decided that American military personnel belonging to the American Forces of occupation in Germany on detached service or on leave, will be authorized to proceed to Belgium on presentation of a military certificate of identity, bearing a photograph of the holder, together with either an order of mission or a leave furlough. The previous visa requirements on the latter document will be waived from the 15th of October 1948.

A valid american passport will still be required from American military personnel travelling in civilian clothes proceeding to Belgium either on duty or on leave.

The civilian personnel of American nationality employed by agencies of the American Government or of the American Army similar to the "Army Exchange Service" (with the exception of the technical counsellors rep-

[1] 13 UST 1246; TIAS 5071.

resenting commercial interests) and the American personnel of the Red Cross are submitted to the same regulations as the military personnel as far as they travel in uniform. In their case a "letter of authority to visit a foreign country" by which the United States Army takes full responsibility for the journey takes the place of the order of mission or passport.

An American passport is needed for journeys performed by the above mentioned categories of personnel when they travel in civilian clothes.

The Belgian Embassy understands that the Government of the United States of America contemplates granting to Belgian subjects who intend to proceed to the United States for a temporary visit non-immigrant visas which would be valid for presentation at a port of entry at any time or any numbers of times during a period of twenty-four months instead of the present twelve months. The waiving of passport fees for non-immigrant temporary visitors would be continued.

Having decided to waive altogether visa requirements for American citizens proceeding for short stays in Belgium, the Belgian Government would appreciate it if the Government of the United States could instruct the American consular and immigration authorities to reduce to the minimum the formalities accompanying the issuance of non-immigrant visas to Belgian nationals and to facilitate to the utmost the entry in the United States of the rightful bearers of such visas.

The Belgian Embassy would be very grateful if the Department of State would be good enough to inform the Embassy whether these proposals are agreeable to the Government of the United States.

WASHINGTON, *October 12, 1948*

THE DEPARTMENT OF STATE [SEAL]
Washington, D.C.

The Acting Secretary of State to the Belgian Ambassador

The Acting Secretary of State presents his compliments to His Excellency the Belgian Ambassador and has the honor to refer to the Embassy's note number 4723 of October 12, 1948, concerning the visa requirements for American citizens who wish to proceed to Belgium and to remain therein for a temporary period of time.

It is understood that beginning October 15, 1948, American citizens, in possession of valid passports issued by the Government of the United States, proceeding to continental Belgium for transit or for a stay of not exceeding two months, are not required to be in possession of valid visas; and that such American citizens are subject to the present Belgian regulations governing the sojourn, establishment or employment in Belgium of persons of other than Belgian nationality.

219-919—70——46

It is also understood that beginning October 15, 1948, military personnel of the American Occupation Forces in Germany who are American citizens, who are on detached service or on furlough, and who are in possession of a military certificate of identity bearing a photograph of the holder, together with travel orders or evidence of authorized military furlough, may proceed to continental Belgium for transit or for a stay of not exceeding two months without the necessity of obtaining a valid Belgian visa. Such personnel traveling to continental Belgium and who are in civilian clothes, however, are required to be in possession of valid passports issued by the Government of the United States.

It is further understood that beginning October 15, 1948, civilian personnel employed by agencies of the Government of the United States or by the American Army, who are American citizens (with the exception of technical counsellors representing commercial interests), and personnel of the Red Cross who are American citizens, may proceed to continental Belgium in the same manner as the military personnel mentioned in the preceding paragraph, provided they are in possession of letters of authority to visit a foreign country issued by the appropriate American Army authorities. Such personnel traveling to continental Belgium and who are in civilian clothes, however, are required to be in possession of valid passports issued by the Government of the United States.

The Government of the United States is appreciative of these concessions upon the part of the Government of Belgium and desires to grant as nearly as possible similar concessions to Belgian nationals who apply for visas with which to proceed to the United States as nonimmigrants.

Under the provisions of Section 30, Alien Registration Act of 1940, approved June 28, 1940,[2] any alien seeking to enter the United States who does not present a valid visa or other permit to enter, except in emergency cases, shall be excluded from admission. In view of this provision of law, the Government of the United States cannot reciprocate in identical terms. However, the Government of the United States will grant passport visas without fees and valid for any number of applications for admission into the United States within a period of twenty-four months from date of issuance, instead of the present twelve months' period of validity of such visas, to Belgian nationals who are proceeding to the United States and its possessions for business or pleasure purposes and who are *bona fide* nonimmigrants within the meaning of the immigration laws of the United States, provided the Belgian passport of each bearer remains valid during the period of the validity of the visa. All other classes of nonimmigrant passport visas granted Belgian nationals will continue to be valid, as at present, for a period of twelve months, provided the Belgian passport of each bearer remains valid for that period of time.

[2] 54 Stat. 673.

This arrangement will not disturb the reciprocal nonimmigrant passport visa fee arrangement concluded between the Governments of the United States and Belgium and which became effective February 17, 1947,[3] whereby each Government agreed to waive nonimmigrant passport visa fees for nationals of the other country.

The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission at a port of entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of each stay will, as at present, continue to be determined by the immigration authorities.

The fee for an immigration visa and application therefor to permit an alien to apply for admission into the United States with the privilege of residing permanently in this country is $10.00. The amount of this fee is prescribed by the Immigration Act of 1924,[4] and it may not be changed on the basis of a reciprocal arrangement.

The Government of Belgium may be assured that American diplomatic and consular officers will facilitate to the utmost, consistent with the immigration laws and regulations, the granting of nonimmigrant passport visas to qualified Belgian nationals who are in possession of valid Belgian passports.

H. J. L.

Department of State,
Washington, October 26, 1948.

[3] TIAS 1879, *ante*, p. 651.
[4] 43 Stat. 153.

DOUBLE TAXATION: TAXES ON INCOME

Convention signed at Washington October 28, 1948; supplementary convention signed at Washington September 9, 1952
Senate advice and consent to ratification July 9, 1953
Ratified by the President of the United States July 23, 1953
Ratified by Belgium July 27, 1953
Ratifications exchanged at Brussels September 9, 1953
Entered into force September 9, 1953; operative from January 1, 1953
Proclaimed by the President of the United States September 23, 1953
Supplemented by convention of August 22, 1957; [1] *modified and supplemented by protocol of May 21, 1965, as extended* [2]

[For text, see 4 UST 1647; TIAS 2833.]

[1] 10 UST 1358; TIAS 4280.
[2] 17 UST 1142, 18 UST 3011; TIAS 6073, 6394.

ECONOMIC COOPERATION

Exchange of notes at Brussels November 22 and 29, 1948, amending agreement of July 2, 1948
Entered into force November 29, 1948

62 Stat. 3776; Treaties and Other International Acts Series 1906

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN COMMERCE

No. 61
File No. 12

BRUSSELS, *November 22, 1948*

Mr. AMBASSADOR:

I have the honor to inform Your Excellency that the Belgian Government, having noted, as has the United States Government, that an error changes the meaning of paragraph 2 of Article XII of the Economic Cooperation Agreement,[1] agrees that the proper text of that paragraph should be the following:

[Here the French text of article XII, paragraph 2, precedes the English text.]

"2. If, during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

(a) Six months after the date of such notice of intention to terminate, or

(b) After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Belgium are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

[1] TIAS 1781, *ante*, p. 688.

provided, however, that Article V and paragraph 3 of the Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953."

Your Excellency will be so good as to confirm to me the United States Government's approval of this correction in the text of the Agreement.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurances of my very high consideration.

P. H. Spaak

His Excellency
Alan Goodrich Kirk
Ambassador of the United States of America
Brussels

The American Ambassador to the Minister of Foreign Affairs

Embassy of the
United States of America
No. 1902 Brussels, *November 29, 1948*

Excellency:

I have the honor to acknowledge receipt of the letter of Your Excellency dated November 22, 1948, of which the text is as follows:

[For text of Belgian note, see above.]

I have the honor to inform Your Excellency that my Government is in agreement with the text as given above.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

Alan G. Kirk

His Excellency
Monsieur Paul Henri Spaak
Minister for Foreign Affairs
Brussels

WAR GRAVES AND BATTLE MONUMENTS

Exchange of notes at Brussels January 17 and 31, 1949, amending agreement of June 6 and July 23, 1947
Entered into force January 31, 1949
Terminated by agreement of November 27, 1959 [1]

63 Stat. 2674; Treaties and Other International Acts Series 1969

The American Embassy to the Ministry for Foreign Affairs

No. 6

EMBASSY OF THE
UNITED STATES OF AMERICA

The Embassy of the United States of America presents its compliments to the Belgian Ministry for Foreign Affairs, and has the honor to refer to the Ministry's notes No. 55828/Pr/Cim.Mil.Am., of October 7, 1948, and No. 55828/Pr/Cim.Mil.Am., of December 22, 1948, relating to the establishment and maintenance of United States military cemeteries and memorials in Belgium. The Embassy has noted the Belgian Government's agreement set forth in the above mentioned notes to the rewording of Article IV and to the addition of Article X to the Agreement concluded between the Government of the United States and the Belgian Government by the exchange of the Embassy's note of June 6 and the Ministry's reply of July 23, 1947.[2]

Articles IV and X now read as follows:

Article IV:

English Text:

"The Government of the United States shall be permitted the use of railroads, highways, navigable waters, ports, port installations and buildings for office, warehouse, and billet purposes together with the necessary services and Belgian labor to the extent required for the accomplishment of the purpose of this Agreement subject only to conforming to the Belgian Social laws and paying the rates of compensation fixed by Belgian legislation or by collective agreements prepared by joint labor-management commissions."

[1] 10 UST 2124; TIAS 4383.
[2] TIAS 1672, *ante*, p. 654.

French text:

"Le Gouvernement des Etats-Unis pourra user des chemins de Fer, des routes, des voies navigables, des ports, des installations portuaires, des locaux à usage de bureau, d'entrepôt et de logement, et avoir recours aux services et à la main-d'oeuvre belge nécessaires, dans la mesure exigée par l'exécution des fins du présent accord, à la condition unique de se conformer aux lois sociales belges et de payer la rétribution aux taux fixés par la législation belge ou par les conventions collectives, élaborées par les commissions paritaires."

Article X (which does not entail any further obligations on the part of Belgium with respect to World War I American military cemeteries and memorials):

English text:

"The provisions of this Agreement relative to the establishment, construction, improvement, and proper maintenance of permanent cemeteries and memorials are applicable to those of the war of 1914–1918 as well as to those of the war of 1939–1945."

French text:

"Les dispositions du présent accord se rapportant à l'établissement, à la construction, à l'embellissement et à l'entretien des cimetières permanents et des monuments, sont applicables aussi bien à ceux de la guerre 1914–1918 qu'à ceux de la guerre 1939–1945."

The Embassy would appreciate receiving from the Ministry for Foreign Affairs an acknowledgment of this communication confirming the Ministry's agreement to the present texts of Articles IV and X as set forth above.

The Embassy takes this occasion to renew to the Ministry the assurances of its highest consideration.

BRUSSELS, *January 17, 1949*

DMACA

THE MINISTRY FOR FOREIGN AFFAIRS
Brussels

The Ministry for Foreign Affairs to the American Embassy

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

No. 55828/Pr/Cim.Mil.Am. BRUSSELS, *January 31, 1949*

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America in Brussels, pursuant to its note No. 6 of Jan-

uary 17, 1949, that the Belgian Government hereby gives its final agreement with respect to the texts "ne varietur" of Articles IV and X, as they appear in the Department's notes of October 7 and December 22, 1948, as well as in the Embassy's note referred to above.

It follows from this agreement that the arrangement concluded by the letters of June 6 and July 23, 1947, has received its complete and definitive form.

MINISTRY OF FOREIGN AFFAIRS

EMBASSY OF THE UNITED STATES OF AMERICA
Brussels

LEND-LEASE SETTLEMENT

Agreement signed at Paris May 12, 1949, amending agreement of September 24, 1946
Entered into force May 12, 1949

63 Stat. 2837; Treaties and Other International Acts Series 2070

AN AGREEMENT AMENDING THE AGREEMENT OF 24 SEPTEMBER 1946 RELATING TO THE TRANSFER OF U.S. SURPLUS PROPERTY IN BELGIUM

Under the terms of the Agreement Relating to the Transfer of U.S. Surplus Property in Belgium dated 24 September 1946,[1] the Belgian Government, through the Office of Mutual Aid (OMA), has sold substantial quantities of the stocks turned over to it for sale under the terms of said Agreement. There still remain, however, considerable quantities which have not yet been sold.

It is the desire of our two governments in accordance with the understanding expressed in paragraph 7 of said Agreement, to agree as to the most advantageous and expeditious manner of liquidating these remaining stocks and to this end agree as follows:

(1) The Belgian Government agrees to sell, prior to 1 July 1951, in accordance with the terms and conditions of the Agreement of 24 September 1946, all property (including scrap and salvage) specified in Article I of the Agreement, located in Belgium which has been or is, prior to 31 March 1949, declared to the Office of the Foreign Liquidation Commissioner as surplus to the needs of the Government of the United States and transferred to the Belgian Government for disposal.

(2) The terms of this Amendment, in so far as they are in conflict with the terms of the Agreement of 24 September 1946, shall be considered as controlling.

Done at Paris, France, in duplicate this 12 day of May, 1949.

For the Government of the United States of America

A. ERIC TAFF
Central Field Commissioner for Europe

For the Government of Belgium

J. JACQUIN
Director General – O. M. A.

[1] TIAS 2064, *ante*, p. 631.

CLAIMS: WAR DAMAGE

Exchanges of notes at Brussels December 5, 1949, March 17 and December 1, 1950, and March 12, 1951
Entered into force March 12, 1951

[For text, see 2 UST 943; TIAS 2248.]

Belgo-Luxembourg Economic Union

RECIPROCAL TRADE

Exchange of notes at Washington February 27, 1935 [1]
Proclaimed by the President of the United States April 1, 1935
Published by Belgium April 1, 1935
Entered into force May 1, 1935
Modified by agreement of May 4 and July 11, 1946 [2]
Made inoperative by agreement of October 30, 1947 [3]
Terminated February 10, 1963 [4]

49 Stat. 3680; Executive Agreement Series 75

The Acting Secretary of State to the Plenipotentiary of the Belgo-Luxembourg Economic Union

DEPARTMENT OF STATE
Washington, February 27, 1935

MR. MINISTER:

The undersigned, Acting Secretary of State of the United States of America, being duly empowered thereto by the President of the United States of America, in pursuance of the authority conferred upon him by the Act of Congress of the United States of America, approved June 12, 1934,[5] entitled "An Act to amend the tariff act of 1930", has the honor to advise you that the Government of the United States of America, being desirous of strengthening the traditional bonds of friendship with the Belgo-Luxemburg Economic Union, agrees (1) to accord unconditionally to the commerce of the Belgo-Luxemburg Economic Union, the treatment now or hereafter accorded to the commerce of the most favored foreign nation, the Republic of Cuba excepted; and (2) to exempt the products of the soil or industry of the Belgo-Luxemburg Economic Union, listed in Schedule II [1] annexed hereto, on their importation into the customs territory of the United States of Amer-

[1] For tariff schedules annexed to notes, see 49 Stat. 3684 or p. 5 of EAS 75.
[2] TIAS 1572, *post*, p. 715.
[3] TIAS 1701, *post* p. 718.
[4] Pursuant to notice of termination given by the United States Aug. 10, 1962.
[5] 48 Stat. 943.

ica, from ordinary customs duties in excess of those specified in the said Schedule.

It is understood that the Belgo-Luxemburg Economic Union, on its part, agrees (1) to accord unconditionally to the commerce of the United States of America the treatment now or hereafter accorded to the commerce of the most favored foreign nation; (2) to exempt the products of the soil or industry of the United States of America listed in Schedule I annexed hereto, on their importation into the customs territory of the Belgo-Luxemburg Economic Union, from ordinary customs duties in excess of those specified in the said Schedule; (3) with respect to products for which import quotas are specified in the said Schedule, to permit the importation of quantities not less than those specified therein; and (4) with respect to products for which luxury or license taxes are specified in the said Schedule, to exempt such products from taxes in excess of those specified therein.

In the event that the Government of either country adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government which has adopted any such measure shall consider such representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjustment of the matter.

The present Agreement shall come into force on the thirtieth day following proclamation thereof by the President of the United States of America and the simultaneous publication of the said Agreement in the Moniteur Belge; and, except as hereinafter provided, shall remain in force and effect until six months from the day on which either Government shall give notice of its intention to terminate it. It is understood, however, that:

(1) In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and the Belgo-Luxemburg Economic Union, the Government of either country, if it considers the variation so substantial as to prejudice the industries or commerce of the country, shall be free to propose negotiations for the modification of this Agreement or to terminate it on thirty days' written notice.

(2) The Government of each country reserves the right to withdraw the concession granted on any article under this Agreement, or to impose quantitative restrictions on any such article if at any time there should be evidence that, as a result of the extension of such concession to third countries, such countries will obtain the major benefit of such concession and in consequence thereof an unduly large increase in importations of such article will take place: Provided that before the Government of either country shall avail itself of the foregoing reservation, it shall give notice in writing to the other Government of its intention to do so, and shall afford such other Government an opportunity within thirty days after receipt of such notice

to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

The provisions of this Agreement shall be supplemented as soon as possible by provisions of a general character concerning the treatment to be accorded in each country to the commerce of the other.

As long as the present Agreement shall remain in force, it shall supersede any provisions of the Treaty of Commerce and Navigation between the United States of America and His Majesty the King of the Belgians, concluded March 8, 1875,[6] which may be inconsistent with the said Agreement. However, upon the expiration of the present Agreement, the provisions of the aforesaid Treaty of 1875 which have been temporarily superseded shall automatically resume operation and shall continue in full force and effect subject to termination as provided in that Treaty.

I shall be glad to have your confirmation of the accord thus reached.

I avail myself of this opportunity to offer to you, Mr. Minister, the assurances of my highest consideration.

WILLIAM PHILLIPS
Acting Secretary of State
of the United States of America

The Honorable
PIERRE FORTHOMME, Senator
Envoy Extraordinary and Minister Plenipotentiary
Chief of the Belgian Delegation

The Plenipotentiary of the Belgo-Luxemburg Economic Union
to the Acting Secretary of State

[TRANSLATION]

BELGIAN EMBASSY

WASHINGTON, *February 27, 1935*

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's letter dated the 27th instant, advising me of the friendly decisions made by the United States of America in regard to the treatment to be accorded to the commerce of the Belgo-Luxemburg Economic Union with respect to the duties to be applied to certain products of the soil and industry of the Belgo-Luxemburg Economic Union.

---

[6] TS 38, *ante*, p. 489.

My Government, being equally desirous of strengthening the traditional bonds of friendship with the United States of America, has given me the necessary powers to declare to you in its name that the Belgo-Luxemburg Economic Union has decided, on its part:

(1) To accord unconditionally to the commerce of the United States of America the treatment which is or will be accorded to the most favored foreign nation; (2) to exempt the products of the soil or the industry of the United States of America listed in schedule I attached hereto, at the time of their importation into the customs territory of the Belgo-Luxemburg Economic Union, from all ordinary customs duties in excess of those specified in the said schedule, (3) with respect to those for which import quotas are specified in the said schedule, to permit the importation of quantities not less than those indicated therein, and (4) with respect to the products for which luxury or license taxes are specified in the annexed schedule, to exempt such products from taxes in excess of those specified therein.

It is understood that the United States of America agrees on its part, (1) to accord unconditionally to the commerce of the Belgo-Luxemburg Economic Union the treatment which is or will be accorded to the commerce of the most favored foreign nation, with the exception of the Republic of Cuba, and (2) to exempt the products of the soil or industry of the Belgo-Luxemburg Economic Union, listed in schedule II attached hereto, at the time of the importation into the customs territory of the United States of America, from all ordinary customs duties in excess of those specified in the said schedule.

In the event that the Government of either country adopts any measure which, even though it does not conflict with the terms of this agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any clause of the agreement, the Government which has adopted any such measure shall consider such representations and proposals as the other Government may submit to it with a view to effecting an adjustment of the matter satisfactory to the two parties.

The present agreement shall come into force on the thirtieth day following proclamation thereof by the President of the United States of America and the simultaneous publication of the said agreement in the *Moniteur Belge,* and, except as hereinafter provided, shall remain in force and effect until 6 months from the day on which either Government shall give notice of its intention to terminate it. It is understood, however, that:

(1) In the event that a wide variation occurs in the rate of exchange between the currencies of the Belgo-Luxemburg Economic Union and the United States of America, the Government of either country, if it considers that such variation is of a nature to prejudice the industries or the commerce of the country, shall have the right to propose that negotiations be opened

with a view to modifying the agreement or terminating it on 30 days' written notice;

(2) Each of the two Governments reserves the right to withdraw the concession granted on any article under this agreement, or to impose quantitative restrictions on the importation of such article, if at any time there should be evidence that, as a result of the extension of such concession to third countries, the latter will obtain the major benefit of such concession and that, in consequence thereof, an unduly large increase of the importations of such article will take place; provided that before availing itself of the right above mentioned, the Government concerned shall give notice in writing to the other Government of its intention to do so, and shall furnish such other Government an opportunity, within 30 days after the receipt of such notice, to consult with it in regard to the measures that it proposes to take; and if an agreement is not reached with respect thereto within 30 days following receipt of the aforesaid notice, the Government which proposes to take the measures in question shall have the right to do so at any time thereafter, and the other Government shall have the right within 15 days after such measures have been put into effect, to terminate this agreement in its entirety on 30 days' written notice.

The provisions of this agreement shall be supplemented, as soon as possible, by provisions of a general character relative to the treatment to be accorded in each of the two countries to the commerce of the other.

As long as the present agreement shall remain in force, it shall supersede any provisions of the Treaty of Commerce and Navigation between the United States of America and His Majesty the King of the Belgians concluded March 8, 1875, which may be inconsistent with the said agreement. However, upon the expiration of the present agreement, the provisions of the aforesaid treaty of 1875 which have been temporarily superseded, shall automatically resume operation, and shall continue in full force and effect, subject to termination as provided in that treaty.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

P. Forthomme
Head of the Belgian Delegation

To His Excellency
Mr. William Phillips
Acting Secretary of State
Department of State
Washington, D.C.

[For tariff schedules annexed to notes, see 49 Stat. 3684 or p. 5 of EAS 75.]

SPECIAL TARIFF POSITION OF PHILIPPINES

Exchange of notes at Washington May 4 and July 11, 1946, modifying agreement of February 27, 1935
Entered into force July 11, 1946
Terminated February 10, 1963 [1]

61 Stat. 2436; Treaties and Other International Acts Series 1572

The Acting Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 4, 1946

EXCELLENCY:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,[2] goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,[3] my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

[1] Pursuant to notice of termination given by the United States Aug. 10, 1962.
[2] 60 Stat. 141.
[3] 48 Stat. 456.

With a view, therefore, to placing the relations between the United States and Belgium upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, I have the honor to propose that the most-favored-nation provisions of the Reciprocal Trade Agreement between the United States of America and the Belgo-Luxembourg Economic Union signed February 27, 1935,[4] shall not be understood to require the extension to Belgium of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON
Acting Secretary of State

His Excellency
Baron ROBERT SILVERCRUYS
Belgian Ambassador

The Belgian Ambassador to the Acting Secretary of State

AMBASSADE DE BELGIQUE

WASHINGTON, *July 11th, 1946*

SIR,

I have the honour to acknowledge receipt of your letter of May 4th, by which you kindly advised me that the Government of the United States of America considers that provision for a transitional period for dealing with the special tariff position which the Philippines products have occupied for many years in the United States, is an essential accompaniment to Philippine independence.

Accordingly, under the Philippine Trade Act approved April 30, 1946, goods the growth, produce or manufacture of the Philippines, will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Upon instructions received from my Government, I am pleased to advise you that, on behalf of the Belgian-Luxembourg Economic Union, they agree that the most-favoured-nation provisions of the Reciprocal Trade Agreement between the United States of America and the Belgo-Luxembourg Economic Union, signed February 27, 1935, shall not be understood to require during

[4] EAS 75, *ante*, p. 710.

the above mentioned period, the extension to the Economic Union of advantages accorded by the United States of America to the Philippines.

Accept, Sir, the renewed assurance of my highest consideration.

SILVERCRUYS
The Belgian Ambassador

The Honorable DEAN ACHESON
Acting Secretary of State
Washington, D. C.

RECIPROCAL TRADE

Agreement and exchange of letters signed at Geneva October 30, 1947
Entered into force October 30, 1947; operative January 1, 1948
Terminated February 10, 1963 [1]

61 Stat. 3689; Treaties and Other International Acts Series 1701

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Government of the United States of America and, on behalf of the Belgo-Luxemburg Economic Union, the Government of the Kingdom of Belgium,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application,[2] the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

Hereby agree that the Trade Agreement between the United States of America and the Belgo-Luxemburg Economic Union, signed February 27, 1935,[3] shall be inoperative for such time as the United States of America and Belgium are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof; *Provided*, that in the event that either the United States of America or Belgium should withdraw its application of the General Agreement, and the said Trade Agreement should thereupon again become operative, the customs treatment accorded by the Belgo-Luxemburg Economic Union to products of the United States of America described in Schedule I of the said Trade Agreement shall be no less favorable than that provided for such products in the Customs Tariff annexed to the Belgo-Luxemburg-Netherlands Customs Convention concluded September 5, 1944, as amended by the Protocol signed March 14, 1947.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the Kingdom of Belgium, after having ex-

[1] Pursuant to notice of termination given by the United States Aug. 10, 1962.
[2] TIAS 1700, *ante*, vol. 4, pp. 641 and 687.
[3] EAS 75, *ante*, p. 710.

changed their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, in the English and French languages, both texts authentic, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

For the Government of the United States of America:

WINTHROP G. BROWN

For the Government of the Kingdom of Belgium:

P. A. FORTHOMME

EXCHANGE OF LETTERS

The Acting Chairman of the United States Delegation to the Second Session of the Preparatory Committee of the U.N. Conference on Trade and Employment to the Acting Chairman of the Belgo-Luxembourg Delegation

OCTOBER 30, 1947

DEAR MR. FORTHOMME:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1935 between the United States and the Belgo-Luxemburg Economic Union inoperative so long as both the United States and the Belgo-Luxemburg Economic Union are parties to the General Agreement on Tariffs and Trade.

As you know, the Agreement entered into between the United States and the Belgo-Luxemburg Economic Union in 1935 provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1935 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting the termination provision of the 1935 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1935 Agreement given by either party while we

were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1935 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours

WINTHROP G. BROWN
Acting Chairman

Mr. P. A. FORTHOMME
The Delegation of Belgium-Luxemburg
Palais des Nations

The Acting Chairman of the Belgo-Luxembourg Delegation to the Acting Chairman of the United States Delegation

dS/EM

GENEVA, *October 30th, 1947*

DEAR MR. BROWN,

I have the honour to acknowledge the receipt of your letter dated October 30, 1947, in which you wrote:

[For text of U.S. note, see above.]

I can give you the assurance that my Government has the same understanding about this matter.

Sincerely yours,

P. A. FORTHOMME
Acting Chairman

MR. WINTHROP G. BROWN
The Delegation of United States
Palais des Nations
Geneva

Bolivia[1]

PEACE, FRIENDSHIP, COMMERCE, AND NAVIGATION

Treaty signed at La Paz May 13, 1858
Senate advice and consent to ratification, with an amendment, June 26, 1860 [2]
Ratified by the President of the United States, with an amendment, October 5, 1860 [2]
Ratified by Bolivia, with explanation of article 2, August 27, 1861
Senate advice and consent to ratification, with Bolivian amendments, February 3, 1862 [3]
Ratified by the President of the United States, with amendments, February 17, 1862 [3]
Ratified by Bolivia, with amendments, November 7, 1862
Ratifications exchanged at La Paz November 9, 1862
Entered into force November 9, 1862
Proclaimed by the President of the United States January 8, 1863
Article 34 abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915 [4]
Modified by understanding of May 4 and June 10, 1946 [5]

12 Stat. 1003; Treaty Series 32 [6]

TREATY OF PEACE, FRIENDSHIP, COMMERCE, AND NAVIGATION, BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF BOLIVIA

The United States of America and the Republic of Bolivia, desiring to make lasting and firm the friendship and good understanding which happily

[1] See also *post*, PERU-BOLIVIAN CONFEDERATION.

[2] The U.S. amendment reads as follows: "Article XIV [14]. Strike out the last clause of this Article in the following words: 'However, the interment in Bolivia of a Citizen of the United States, who is not of the Roman Catholic faith, shall be conducted without any of the external ceremonies peculiar to the faith of the deceased.' "

The text printed here is the amended text, with the explanation of art. 2, as proclaimed by the President.

[3] In its second resolution of advice and consent the Senate accepted a Bolivian proposal for insertion of an explanation of art. 2 (for text of explanation, see p. 722) and provided that "the ratifications of the said Treaty and of these amendments, shall be exchanged by the duly authorized authorities of the respective governments, either at the City of Washington or at the Capital of the Republic of Bolivia, within such period as may be mutually convenient to both governments, any provision contained in the said Treaty to the contrary notwithstanding."

[4] 38 Stat. 1164. The abrogation of art. 34 was confirmed by the United States and Bolivia in an exchange of notes at La Paz Oct. 4 and 5, 1915 (TS 32–A).

[5] 61 Stat. 2437; TIAS 1572.

[6] For a detailed study of this treaty, see Miller 733.

prevail between both nations, have resolved to fix, in a manner clear, distinct, and positive, the rules which shall, in future, be religiously observed between the one and the other, by means of a treaty of friendship, commerce, and navigation. For this most desirable object, the President of the United States of America has conferred full powers on John W. Dana, a citizen of the said States, and their Minister Resident to the said Republic, and the President of the Republic of Bolivia on the citizen Lucas Mendosa de la Tapia. Secretary of State in the Department of Exterior Relations and public Instruction, who, after having exchanged their said full powers, in due and proper form, have agreed to the following articles:

ARTICLE 1

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Bolivia, in all the extent of their possessions and territories, and between their people and citizens, respectively, without distinction of persons or places.

ARTICLE 2

If either party shall, hereafter, grant to any other nation, its citizens or subjects, any particular favor in navigation or commerce, it shall, immediately, become common to the other party, freely, when freely granted to such other nation, or on yielding the same compensation, when the grant is conditional.

Explanation [7]

As in said article it is stipulated that any special favor in navigation and trade granted by one of the contracting parties to any other nation, extends and is common to the other party forthwith, it is declared that, in what pertains to the navigation of rivers, this treaty shall only apply to concessions which the government may authorize for navigating fluvial streams which do not present obstructions; that is to say, those whose navigation may be naturally plain and current without there having been need to obtain it by the employment of labor and capital; that by consequence there remains reserved the right of the Bolivian government to grant privileges to any association or company, as well foreign as national, which should undertake the navigation of those rivers from which, in order to succeed, there are difficulties to be overcome, such as the clearing out of rapids, &c., &c.

ARTICLE 3

The United States of America and the Republic of Bolivia mutually agree that there shall be reciprocal liberty of commerce and navigation between their respective territories and citizens. The citizens of either Republic may frequent, with their vessels, all the coasts, ports, and places of the other,

[7] See footnote 3, p. 721.

where foreign commerce is permitted, and reside in all parts of the territory of either, and occupy dwellings and warehouses; and every thing belonging thereto shall be respected, and shall not be subjected to any arbitrary visits or search. The said citizens shall have full liberty to trade in all parts of the territory of either, according to the rules established by the respective regulations of commerce, in all kinds of goods, merchandise, manufactures, and produce not prohibited to all, and to open retail stores and shops, under the same municipal and police regulations as native citizens; and they shall not in this respect be liable to any other or higher taxes on imposts than those which are or may be paid by native citizens. No examination or inspection of their books, papers, or accounts, shall be made without the legal order of a competent tribunal or judge.

The provisions of this treaty are not to be understood as applying to the navigation and coasting trade between one port and another situated in the territory of either of the contracting parties—the regulation of such navigation and trade being reserved, respectively, by the parties according to their own separate laws. Vessels of either country shall, however, be permitted to discharge part of their cargoes at one port open to foreign commerce in the territories of either of the high contracting parties, paying only the custom house duties upon that portion of the cargo which may be discharged, and to proceed with the remainder of their cargo to any other port or ports of the same territory open to foreign commerce, without paying other or higher tonnage duties or port charges in such cases than would be paid by national vessels in like circumstances; and they shall be permitted to load in like manner at different ports in the same voyage outwards.

The citizens of either country shall also have the unrestrained right to travel in any part of the possessions of the other, and shall in all cases enjoy the same security and protection as the natives of the country in which they reside, on condition of their submitting to the laws, decrees, and ordinances there prevailing. They shall not be called upon for any forced loan or occasional contribution, nor shall they be liable to any embargo, or to be detained with their vessels, cargoes, merchandise, goods, or effects, for any military expedition, or for any public purpose whatsoever, without being allowed therefor a full and sufficient indemnification, which shall in all cases be agreed upon and paid in advance.

ARTICLE 4

All kinds of produce, manufactures, or merchandise of any foreign country which can, from time to time, be lawfully imported into the United States in their own vessels, may be also imported in vessels of the Republic of Bolivia; and no higher or other duties upon the tonnage of the vessel and her cargo shall be levied and collected, whether the importation be made in the vessels of the one country or of the other; and in like manner, all kinds of produce, manufactures, and merchandise of any foreign country that can be, from time to time, lawfully imported into the Republic of Bolivia in its own vessels,

whether in her ports upon the Pacific, or her ports upon the tributaries of the Amazon or La Plata, may be also imported in vessels of the United States; and no higher or other duties upon the tonnage of the vessel and her cargo shall be levied or collected, whether the importation be made in vessels of the one country or of the other. And they agree that what may be lawfully exported or re-exported from the one country in its own vessels, to any foreign country, may, in like manner, be exported or re-exported in the vessels of the other country: and the same bounties, duties, and drawbacks shall be allowed and collected, whether such exportation or re-exportation be made in vessels of the United States or of the Republic of Bolivia. In all these respects the vessels and their cargoes of the one country, in the ports of the other, shall, also, be on an equal footing with those of the most favored nation. It being further understood, that these principles shall apply, whether the vessels shall have cleared directly from the ports of the nation to which they appertain, or from the ports of any other nation.

Article 5

For the better understanding of the preceding article, and taking into consideration the actual state of the commercial marine of the Republic of Bolivia, it is stipulated and agreed, that all vessels belonging exclusively to a citizen or citizens of said Republic, and whose captain is also a citizen of the same, though the construction or the crew are or may be foreign, shall be considered, for all the objects of this treaty, as a Bolivian vessel.

Article 6

No higher or other duties shall be imposed on the importation into the United States of any articles, the produce or manufactures of the Republic of Bolivia, and no higher or other duties shall be imposed on the importation into the Republic of Bolivia of any articles, the produce or manufactures of the United States, than are or shall be payable on the like articles, being the produce or manufactures of any other country; nor shall any higher or other duties or charges be imposed, in either of the two countries, on the exportation of any articles to the United States or to the Republic of Bolivia, respectively, than such as are payable on the exportation of the like articles to any other foreign country; nor shall any prohibitions be imposed on the exportation or importation of any articles the produce or manufactures of the United States or of the Republic of Bolivia, to or from the territories of the United States, or to or from the territories of the Republic of Bolivia, which shall not equally extend to all other nations.

Article 7

It is likewise agreed that it shall be wholly free for all merchants, commanders of ships, and other citizens of either country, to manage, themselves,

their own business, in all the ports and places subject to the jurisdiction of the other, as well with respect to the consignment and sale of their goods and merchandise by wholesale or retail, as with respect to the loading, unloading, and sending off their ships; they being in all these cases to be treated as citizens of the country in which they reside, or, at least, to be placed on a footing with the citizens or subjects of the most favored nation.

ARTICLE 8

The Republic of Bolivia, desiring to increase the intercourse between the Pacific ports, by means of steam navigation, engages to accord to any citizen or citizens of the United States, who may establish a line of steam vessels, to navigate regularly between the different ports and bays of the coasts of the Bolivian territory, the same privileges of taking in and landing freight and cargo, entering the by-ports for the purpose of receiving and landing passengers and their baggage and money, carrying the public mails, establishing depots for coal, erecting the necessary machine and workshops for repairing and refitting the steam vessels, and all other favors enjoyed by any other association or company whatsoever of the same character. It is furthermore understood between the two high contracting parties, that the steam vessels of either shall not be subject in the ports of the other party to any duties of tonnage, harbor, or other similar duties whatsoever, than those that are or may be paid by any other association or company.

ARTICLE 9

Whenever the citizens of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, ports, or dominions of the other with their vessels, whether merchant or of war, through stress of weather, pursuit of pirates or enemies, they shall be received and treated with humanity; giving to them all favor and protection for repairing their ships, and placing themselves in a situation to continue their voyage, without obstacles or hindrance of any kind. And the provisions of this article shall apply to privateers or private vessels of war, as well as public, until the two high contracting parties may relinquish the right of that mode of warfare, in consideration of the general relinquishment of the right of capture of private property upon the high seas.

ARTICLE 10

When any vessel belonging to the citizens of either of the contracting parties shall be wrecked, or shall suffer any damages, in the seas, rivers, or channels within the dominions of the other, there shall be given to them all assistance and protection, in the same manner which is usual and customary with the vessels of the nation where the damage happens, permitting them to unload the said vessel, if necessary, of its merchandise and effects, without exacting for it any duty, impost, or contribution whatever.

ARTICLE 11

All the ships, merchandise, and the effects belonging to the citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports, or dominions of the other, shall be delivered up to the owners, they proving, in due form, their rights before the competent tribunals; it being well understood, that the claim should be made within the term of one year, by the parties themselves, their attorneys, or agents of their respective Governments.

ARTICLE 12

The citizens of each of the contracting parties shall have power to dispose of their personal goods within the jurisdiction of the other, by sale, donation, testament, or otherwise, and their representatives, being citizens of the other party, shall succeed to their said personal goods, whether by testament or *ab intestato,* and they may take possession thereof, either by themselves or others acting for them, and dispose of the same at their will, paying such duties only as the inhabitants of the country where such goods are, shall be subject to pay in like cases. And if in the case of real estate, the said heirs would be prevented from entering into the possession of the inheritance on account of their character of aliens, there shall be granted to them the longest period allowed by the law, to dispose of the same as they may think proper, and to withdraw the proceeds without molestation, nor any other charges than those which are imposed by the laws of the country.

ARTICLE 13

Both the contracting parties promise and engage, formally, to give their special protection to the persons and property of the citizens of each other, of all occupations, who may be in the territories subject to the jurisdiction of the one or the other, transient or dwelling therein, leaving open and free to them the tribunals of justice, for their judicial recourse, on the same terms which are usual and customary with the natives of the country; for which they may employ, in defence of their rights, such advocates, solicitors, notaries, agents and factors, as they may judge proper, in all their trials at law; and such citizens or agents shall have free opportunity to be present at the accusations and sentences of the tribunals, in all cases which may concern them; and likewise at the taking of all examinations and evidence which may be exhibited on the said trials, in the manner established by the laws of the country. If the citizens of one of the contracting parties, in the territory of the other, engage in internal political questions, they shall be subject to

the same measures of punishment and precaution as the citizens of the country where they reside.

ARTICLE 14 [8]

The citizens of the two contracting parties shall enjoy the full liberty of conscience in the countries subject to the jurisdiction of the one or the other, without being disturbed or molested on account of their religious opinions, provided they respect the laws and established customs of the country. And the bodies of the citizens of the one who may die in the territory of the other shall be interred in the public cemeteries, or in other decent places of burial, which shall be protected from all violation or insult, by the local authorities.

ARTICLE 15

It shall be lawful for the citizens of the United States of America, and the Republic of Bolivia, to sail with their ships, with all manner of liberty and security, no distinction being made who are the proprietors of the merchandises laden thereon, from any port, to the places of those who now are, or hereafter shall be, at enmity with either of the contracting parties. It shall, likewise, be lawful for the citizens aforesaid to sail with their ships and merchandises before mentioned, and to trade with the same liberty and security, not only from places and ports of those who are enemies of both, or either party, to the ports of the other, and to neutral places, but also from one place belonging to an enemy, to another place belonging to an enemy, whether they be under the jurisdiction of one power, or of several.

ARTICLE 16

The two high contracting parties recognise as permanent and immutable the following principles, to wit:

1st That free ships make free goods—that is to say, that the effects or goods belonging to subjects or citizens of a Power or State at war are free from capture or confiscation when found on board of neutral vessels, with the exception of articles contraband of war.

2d That the property of neutrals on board an enemy's vessel is not subject to confiscation, unless the same be contraband of war.

The like neutrality shall be extended to persons who are on board a neutral ship, with this effect, that, although, they may be enemies to both, or either party, they are not to be taken out of that ship, unless they are officers or soldiers and in the actual service of the enemies. The contracting parties engage to apply these principles to the commerce and navigation of all such Powers and States as shall consent to adopt them as permanent and immutable.

[8] See footnote 2, p. 721.

Article 17

This liberty of navigation and commerce shall extend to all kinds of merchandise, excepting those only which are distinguished by the name of contraband of war; and under this name shall be comprehended:

1st Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuses, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2d Bucklers helmets, breastplates, coats of mail, infantry-belts, and clothes made up in the form and for a military use.

3d Cavalry-belts, and horses with their furniture.

4th And, generally, all kinds of arms offensive and defensive, and instruments of iron, steel, brass, and copper, or any other materials, manufactured, prepared, and formed expressly to make war by sea or land.

Article 18

All other merchandises and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner, by the citizens of both the contracting parties, even to places belonging to an enemy; excepting, only, those places which are, at that time, beseiged or blockaded; and to avoid all doubt in this particular, it is declared, that those places or ports only are beseiged or blockaded, which are actually attacked by a belligerent force capable of preventing the entry of the neutral.

Article 19

The articles of contraband before enumerated and classified, which may be found in a vessel bound to an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas on account of having on board articles of contraband, whenever the master, captain, or supercargo of said vessel will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great, or of so large a bulk, that they cannot be received on board the capturing ship without great inconvenience; but in this, as well as all other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port for trial and judgment according to law.

ARTICLE 20

And whereas it frequently happens that vessels sail for a port or places belonging to an enemy without knowing that the same is beseiged, blockaded, or invested, it is agreed, that every vessel so circumstanced may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated, unless, after warning of such blockade or investment, from any officer commanding a vessel of the blockading forces, they shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel of either, that may have entered into such port before the same was actually beseiged, blockaded, or invested, by the other, be restrained from quitting such place with her cargo; nor, if found therein after the reduction and surrender, shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

ARTICLE 21

In order to prevent all kinds of disorder in the visiting and examination of the ships and cargoes of both the contracting parties, on the high seas, they mutually agree that, whenever a vessel of war shall meet with a neutral of the other contracting party, the first shall remain at a convenient distance, and may send its boats with two or three men only, in order to execute the said examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill-treatment, for which the commanders of the said armed ships shall be responsible, with their persons and property; for which purpose the commanders of private armed vessels shall, before receiving their commissions, give sufficient security to answer for all the damages they may commit; and it is expressly agreed, that the neutral party shall, in no case, be required to go on board the examining vessel for the purpose of exhibiting his papers, or for any other purpose whatever.

ARTICLE 22

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the citizens of the two contracting parties, they agree, that, in case one of them should be engaged in war, the ships and vessels belonging to the citizens of the other must be furnished with sea-letters, or passports, expressing the name, property, and bulk of the ships, as also the name and place of habitation of the master and commander of said vessel, in order that it may thereby appear that said ship truly belongs to the citizens of one of the parties; they likewise agree, that such ships being laden, besides the said sea-letters or passports, shall also be provided with certificates, containing the several particulars of the cargo, and the place whence the ship sailed, so that it may be known whether any forbidden or contraband goods be on board the same; which certificates

shall be made out by the officers of the place whence the ship sailed, in the accustomed form; without such requisites, said vessels may be detained, to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall prove to be owing to accident, and supplied by testimony entirely equivalent.

ARTICLE 23

It is further agreed, that the stipulations above expressed, relative to the visiting and examination of vessels, shall apply only to those which sail without convoy, and when said vessels shall be under convoy, the verbal declaration of the commander of the convoy, on his word of honor, that the vessels under his protection belong to the nation whose flag he carries, and when they are bound to an enemy's port, that they have no contraband goods on board, shall be sufficient.

ARTICLE 24

It is further agreed, that, in all cases, the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them; and whenever such tribunals, of either party, shall pronounce judgment against any vessel, or goods, or property, claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree, and of all the proceedings in the case, shall, if demanded, be delivered to the commander or agent of said vessel, without any delay, he paying the legal fees for the same.

ARTICLE 25

No citizen of the Republic of Bolivia shall take any commission, or letters of marque, for arming any ship or ships to act as privateers against the said United States or any of them, or against the citizens, people, or inhabitants of the said United States, or any of them, or against the property of any of the inhabitants of any of them, from any Prince or State with which the said United States shall be at war; nor shall any citizen or inhabitant of the United States, or any of them, take any commission, or letters of marque, for arming any ship or ships to act as privateers against the citizens of the Republic of Bolivia, or any of them, or the property of any of them, from any Prince or State with which the said Republic of Bolivia shall be at war; and if any person of either nation shall take such commissions, or letters of marque, he shall be punished according to their respective laws.

ARTICLE 26

In accordance with fixed principles of international law, Bolivia regards the rivers Amazon and La Plata, with their tributaries, as highways, or channels opened by nature for the commerce of all nations. In virtue of which,

and desirous of promoting an exchange of productions through these channels, she will permit and invites commercial vessels, of all descriptions, of the United States, and of all other nations of the world, to navigate freely in any part of their courses which pertain to her, ascending those rivers to Bolivian ports, and descending therefrom to the Ocean, subject only to the conditions established by this treaty, and to regulations sanctioned, or which may be sanctioned, by the national authorities of Bolivia not inconsistent with the stipulations thereof.

ARTICLE 27

The owners or commanders of vessels of the United States entering the Bolivian tributaries of the Amazon or La Plata shall have the right to put up or construct, in whole or in part, vessels adapted to shoal-river navigation, and to transfer their cargoes to them without the payment of additional duties: and they shall not pay duties of any description for sections or pieces of vessels, nor for the machinery or materials, which they may introduce for use in the construction of said vessels.

All places accessible to these, or other vessels of the United States, upon the said Bolivian tributaries of the Amazon or La Plata, shall be considered as ports open to foreign commerce, and subject to the provisions of this treaty, under such regulations as the Government may deem necessary to establish for the collection of custom-house, port, lighthouse, police, and pilot duties. And such vessels may discharge and receive freight or cargo, being effects of the country or foreign, at any one of said ports, notwithstanding the provisions of Article 3.

ARTICLE 28

If, by any fatality, which cannot be expected and which God forbid, the two contracting parties should be engaged in a war with each other, they agree, now for then, that there shall be allowed the term of six months to the merchants residing on the coasts, and in the ports of each other, and the term of one year to those who dwell in the interior, to arrange their business, and transport their effects, wherever they please, giving to them the safe conduct necessary for it, which may serve as a sufficient protection until they arrive at the designated port. The citizens of all other occupations, who may be established in the territories of the United States and the Republic of Bolivia, shall be respected and maintained in the full enjoyment of their personal liberty and property, unless their particular conduct shall cause them to forfeit this protection, which, in consideration of humanity, the contracting parties engage to give them.

ARTICLE 29

Neither the debts due from the individuals of one nation to the individuals of the other, nor shares, nor moneys which they may have in the public funds,

nor in public or private banks, shall ever, in any event of war or of national difference, be sequestered or confiscated.

ARTICLE 30

Both the contracting parties being desirous of avoiding all inequality in relation to their public communications and official intercourse, agree, to grant to the envoys, ministers, and other public agents, the same favors, immunities, and exemptions, which those of the most favored nation do, or may enjoy; it being understood that whatever favors, immunities, or privileges, the United States of America or the Republic of Bolivia may find it proper to give to the ministers and other public agents of any other Power, shall, by the same act, be extended to those of each of the contracting parties.

ARTICLE 31

To make effectual the protection which the United States and the Republic of Bolivia shall afford in future to the navigation and commerce of the citizens of each other, they agree to receive and admit consuls and vice-consuls in all the ports open to foreign commerce, who shall enjoy in them all the rights, prerogatives, and immunities, of the consuls and vice-consuls of the most favored nation; each contracting party, however, remaining at liberty to except those ports and places in which the admission and residence of such consuls and vice-consuls may not seem convenient.

ARTICLE 32

In order that the consuls and vice-consuls of the two contracting parties may enjoy the rights, immunities, and prerogatives which belong to them by their public character, they shall, before entering upon their functions, exhibit their commission or patent in due form to the Government to which they are accredited, and, having obtained their *exequatur*, they shall be held and considered as such by all the authorities, magistrates, and inhabitants in the consular district in which they reside.

ARTICLE 33

It is also agreed that the consuls, and officers and persons attached to the consulate, they not being citizens of the country in which the consul resides, shall be exempted from all kinds of imposts and contributions, except those which they shall be obliged to pay on account of their commerce or property, to which the citizens or inhabitants, native or foreign, of the country in which they reside are subject, being, in everything besides, subject to the laws of the respective States. The archives and papers of the consulates shall be respected inviolably, and, under no pretext whatever, shall any magistrate seize or in any way interfere with them.

ARTICLE 34 [9]

The said consuls shall have power to require the assistance of the authorities of the country for the arrest, detention, and custody of deserters from the public and private vessels of their country, and, for that purpose, they shall address themselves to the courts, judges, and officers competent, and shall demand the said deserters in writing; proving by an exhibition of the registers of the vessels or ships roll, or other public documents, that those men were part of the said crews, and on this demand, so proved, (saving, however, when the contrary is proved,) the delivery shall not be refused. Such deserters, when arrested, shall be put at the disposal of said consuls, and may be put in the public prisons, at the request and expense of those who reclaim them, to be sent to the ships to which they belonged, or to others of the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

ARTICLE 35

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties agree, as soon hereafter as circumstances will permit them, to form a consular convention, which shall declare especially the powers and immunities of the consuls and vice consuls of the respective parties.

ARTICLE 36

The United States of America and the Republic of Bolivia, desiring to make as durable as circumstances will permit the relations which are established between the two parties by virtue of this treaty of peace, amity, commerce and navigation, declare solemnly, and agree to the following points:

1st The present treaty shall remain in full force and virtue for the term of ten years, to be counted from the day of the exchange of the ratifications, and further, until the end of one year after either of the contracting parties shall have given notice to the other of its intention to terminate the same; each of the contracting parties reserving to itself the right of giving such notice to the other at the end of said term of ten years; and it is agreed between them that, on the expiration of one year after such notice shall have been received by either from the other party, this treaty, in all its parts relative to commerce and navigation, shall altogether cease and determine, and in all those parts which relate to peace and friendship, it shall be *perpetual and permanently* binding on both powers.

2d If one or more of the citizens of either party shall infringe any of the articles of this treaty, such citizen shall be held personally responsible for the same, and harmony and good correspondence between the two nations shall

[9] Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

not be interrupted thereby, each party engaging in no way to protect the offender, or sanction such violation.

3d If, (what indeed cannot be expected) unfortunately, any of the articles contained in the present treaty shall be violated or infringed in any other mode whatever, it is expressly stipulated, that neither of the contracting parties will order or authorize any act of reprisal, nor declare war against the other, on complaints of injuries or damages, until the said party considering itself offended shall have first presented to the other a statement of such injuries or damages, verified by competent proofs, and demanded justice, and the same shall have been either refused or unreasonably delayed.

4th Nothing in this treaty shall, however, be construed or operate contrary to former and existing public treaties with other Sovereigns and States.

The present treaty of peace, amity, commerce, and navigation, shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the Republic of Bolivia, with the approbation of the national Congress; and the ratifications shall be exchanged in the capital of the Republic of Bolivia within eight months, to be counted from the date of the ratification by both Governments.[10]

In faith whereof, we, the Plenipotentiaries of the United States of America and of the Republic of Bolivia, have signed and sealed these presents.

Done in La Paz, on the thirteenth (13th) day of May, in the year of our Lord one thousand eight hundred and fifty-eight. (A. D. 1858)

JOHN W. DANA [SEAL]
LUCAS M. DE LA TAPIA [SEAL]

[10] See footnote 3, p. 721.

EXTRADITION

Treaty signed at La Paz April 21, 1900
Senate advice and consent to ratification, with amendments, December 18, 1900 [1]
Ratified by the President of the United States, with amendments, August 2, 1901 [1]
Ratified by Bolivia December 19, 1901
Ratifications exchanged at La Paz December 23, 1901
Proclaimed by the President of the United States December 30, 1901
Entered into force January 22, 1902

32 Stat. 1857; Treaty Series 399

Treaty of Extradition

The United States of America, and the Republic of Bolivia, being desirous to confirm their friendly relations and to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the United States of America and the Republic of Bolivia, and have appointed for that purpose the following representatives plenipotentiary.

The President of the United States to Dr. George H. Bridgman his Envoy Extraordinary and Minister Plenipotentiary to Bolivia, and the President of Bolivia to Dr. Eliodoro Villazón, his Minister of Foreign Relations, who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

Article I

The Government of the United States and the Government of Bolivia, mutually agree to deliver up persons who, having been charged with or convicted of any of the crimes and offenses specified in the following article, committed within the jurisdiction of one of the contracting parties, shall seek an asylum or be found within the territories of the other: *Provided*, that this

[1] The U.S. amendments read as follows:
"Article II, Section 3, page 5, line 3, after the word 'money' strike out the word 'or'; in the same line after the word 'goods' insert the words 'documents or other property.'
"Also, Article II, Section 6, page 5, line 19, after the word 'employers' insert the following: 'where in either class of cases the embezzlement exceeds the sum of two hundred dollars.'"
The text printed here is the amended text as proclaimed by the President.

shall only be done upon such evidence of criminality as according to the laws of the place where the fugitive or person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime or offense had been there committed.

Article II

Extradition shall be granted for the following crimes and offenses:

1. Murder, comprehending assassination, parricide, infanticide, and poisoning; attempt to commit murder; manslaughter, when voluntary.
2. Arson.
3. Robbery, defined to be the act of feloniously and forcibly taking from the person of another money goods, documents or other property by violence or putting him in fear; burglary.[2]
4. Forgery, or the utterance of forged papers; the forgery or falsification of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.
5. The counterfeiting, falsifying or altering of money, whether coin or paper, or of instruments of debt created by national, state, provincial or municipal governments, or of coupons thereof, or of bank notes, or the utterance or circulation of the same; or the counterfeiting, falsifying or altering of seals of state.
6. Embezzlement by public officers, embezzlement by persons hired or salaried, to the detriment of their employers where in either class of cases the embezzlement exceeds the sum of two hundred dollars; larceny.[2]
7. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, or other person acting in a fiduciary capacity, or director or member or officer of any company, when such act is made criminal by the laws of both countries and the amount of money or the value of the property misappropriated is not less than $200.00, or B$ 500.00.
8. Perjury; subornation of perjury.
9. Rape, abduction; kidnapping.
10. Willful and unlawful destruction or obstruction of railroads which endangers human life.
11. Crimes committed at sea:

(a) Piracy, by statute or by the law of nations.

(b) Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master.

(c) Wrongfully sinking or destroying a vessel at sea, or attempting to do so.

(d) Assaults on board a ship on the high seas with intent to do grievous bodily harm.

[2] See footnote 1, p. 735.

12. Crimes and offenses against the laws of both countries for the suppression of slavery and slave-trading.

Extradition is also to take place for participation in any of the crimes and offenses mentioned in this Treaty, provided such participation may be punished, in the United States as a felony, and in Bolivia by imprisonment at hard labor.

ARTICLE III

Requisitions for the surrender of fugitives from justice shall be made by the diplomatic agents of the contracting parties, or in the absence of these from the country or its seat of government, may be made by the superior consular officers.

If the person whose extradition is requested shall have been convicted of a crime or offense, a duly authenticated copy of the sentence of the court in which he was convicted, or if the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime has been committed, and of the depositions or other evidence upon which such warrant was issued, shall be produced.

The extradition of fugitives under the provisions of this Treaty shall be carried out in the United States and in Bolivia, respectively, in conformity with the laws regulating extradition for the time being in force in the state on which the demand for surrender is made.

ARTICLE IV

Where the arrest and detention of [a] fugitive are desired on telegraphic or other information in advance of the presentation of formal proofs, the proper course in the United States shall be to apply to a judge or other magistrate authorized to issue warrants of arrest in extradition cases and present a complaint on oath, as provided by the statutes of the United States.

When, under the provisions of this article, the arrest and detention of a a fugitive are desired in the Republic of Bolivia, the proper course shall be to apply to the Foreign Office which will immediately cause the necessary steps to be taken in order to secure the provisional arrest or detention of the fugitive.

The provisional detention of a fugitive shall cease and the prisoner be released if a formal requisition for his surrender, accompanied by the necessary evidence of his criminality, has not been produced under the stipulations of this Treaty, within two months from the date of his provisional arrest or detention.

ARTICLE V

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this Treaty.

Article VI

A fugitive criminal shall not be surrendered if the offense in respect of which his surrender is demanded be of a political character, or if he proves that the requisition for his surrender has, in fact, been made with a view to try or punish him for an offense of a political character.

No person surrendered by either of the high contracting parties to the other shall be triable or tried, or be punished, for any political crime or offense, or for any act connected therewith, committed previously to his extradition.

If any question shall arise as to whether a case comes within the provisions of this article, the decision of the authorities of the government on which the demand for surrender is made, or which may have granted the extradition, shall be final.

Article VII

Extradition shall not be granted, in pursuance of the provisions of this Treaty, if legal proceedings or the enforcement of the penalty for the act committed by the person claimed has become barred by limitation, according to the laws of the country to which the requisition is addressed.

Article VIII

No person surrendered by either of the high contracting parties to the other shall, without his consent, freely granted and publicly declared by him, be triable or tried or be punished for any crime or offense committed prior to his extradition, other than that for which he was delivered up, until he shall have had an opportunity of returning to the country from which he was surrendered.

Article IX

All articles seized, which are in the possession of the person to be surrendered at the time of his apprehension, whether being the proceeds of the crime or offense charged, or being material as evidence in making proof of the crime or offense, shall, so far as practicable and in conformity with the laws of the respective countries, be given up when the extradition takes place. Nevertheless, the rights of third parties with regard to such articles shall be duly respected.

Article X

If the individual claimed by one of the high contracting parties, in pursuance of the present Treaty, shall also be claimed by one or several other powers on account of crimes or offenses committed within their respective jurisdictions, his extradition shall be granted to the state whose demand is first received: *Provided,* That the Government from which extradition is sought is not bound by treaty to give preference otherwise.

ARTICLE XI

The expenses incurred in the arrest, detention, examination, and the delivery of fugitives under this Treaty shall be borne by the state in whose name the extradition is sought: *Provided,* that the demanding government shall not be compelled to bear any expense for the services of such public officers of the Government from which extradition is sought as receive a fixed salary; *And, provided,* that the charge for the services of such public officers as receive only fees or perquisites shall not exceed their customary fees for the acts or services performed by them, had such acts or services been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XII

The present Treaty shall take effect on the thirtieth day after the date of the exchange of ratifications, and shall not operate retroactively.

The ratifications of the present Treaty shall be exchanged at La Paz as soon as possible, and it shall remain in force for a period of six months after either of the contracting governments shall have given notice of a purpose to terminate it.

In witness whereof, the respective Plenipotentiaries have signed the above articles, both in the English and the Spanish languages, and have here unto affixed their seals.

Done in duplicate at the city of La Paz, Bolivia, this twenty first day of April of one thousand nine hundred.

GEORGE H. BRIDGMAN [SEAL]
ELIODORO VILLAZÓN [SEAL]

ADVANCEMENT OF PEACE

Treaty signed at Washington January 22, 1914
Senate advice and consent to ratification August 13, 1914
Ratified by Bolivia November 14, 1914
Ratified by the President of the United States January 4, 1915
Ratifications exchanged at Washington January 8, 1915
Entered into force January 8, 1915
Proclaimed by the President of the United States January 9, 1915

38 Stat. 1868; Treaty Series 606

The United States of America and the Republic of Bolivia, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

The President of the United States, the Honorable William Jennings Bryan, Secretary of State; and

The President of Bolivia, Señor Don Ignacio Calderon, Envoy Extraordinary and Minister Plenipotentiary of Bolivia to the United States;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

ARTICLE I

The High Contracting Parties agree that all disputes between them, of every nature whatsoever, to the settlement of which previous arbitration treaties or agreements do not apply in their terms or are not applied in fact, shall, when diplomatic methods of adjustment have failed, be referred for investigation and report to a permanent International Commission, to be constituted in the manner prescribed in the next succeeding article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the

Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. Each of the High Contracting Parties shall have the right to remove, at any time before investigation begins, any Commissioner selected by it and to name his successor, and under the same conditions shall also have the right to withdraw its approval of the fifth Commissioner selected jointly; in which case a new Commissioner shall be selected jointly as in the original selection. The Commissioners shall, when actually employed in the investigation of a dispute, receive such compensation as shall be agreed upon by the High Contracting Parties. The expenses of the Commission shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed as soon as possible after the exchange of the ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

Article III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, by unanimous agreement spontaneously offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the International Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

Article IV

The present treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; and by the President of Bolivia, with the approval of the Congress thereof; and the ratifications shall be exchanged as soon as possible. It shall take effect immediately after the exchange of ratifications, and shall continue in force for a period of five years; and it shall thereafter remain in force until twelve

months after one of the High Contracting Parties have given notice to the other of an intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington on the 22d day of January, in the year of our Lord nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN [SEAL]
IGNACIO CALDERON [SEAL]

MILITARY AVIATION MISSION

Agreement signed at Washington September 4, 1941
Entered into force September 4, 1941
Extended by agreements of November 1 and December 3, 1945; [1] *October 20, 1949, and January 20 and March 30, 1950;* [2] *and December 3 and 22, 1954* [3]
Amended by agreement of October 20, 1949, and January 20 and March 30, 1950 [2]
Superseded by agreement of June 30, 1956, as amended [4]

55 Stat. 1338; Executive Agreement Series 219

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA

In conformity with the request of the Government of the Republic of Bolivia to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of Bolivia under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Bolivia and with the personnel of the Bolivian Air Force with a view to enhancing the efficiency of the Bolivian Air Force.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of Bolivia, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

---

[1] Not printed.
[2] 6 UST 578; TIAS 3192.
[3] 6 UST 575; TIAS 3192.
[4] 7 UST 2017, 10 UST 742; TIAS 3604, 4209.

ARTICLE 3. If the Government of Bolivia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Bolivia in case either country becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army Air Corps as may be agreed upon by the Minister of National Defense of Bolivia through its authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of National Defense of Bolivia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Bolivia, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Corps, with the exception of the noncommissioned officers who shall be commissioned Second Lieutenants in the Bolivian Army. The members of the Mission shall wear either the uniform of the United States Army Air Corps or of the Bolivian Army to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Bolivian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Bolivian Air Force provide for Bolivian officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Corps.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of Bolivia such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of Bolivia for each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Bolivia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of National Defense of Bolivia in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Bolivia, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of Bolivia with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Bolivia, both for the outward and for the return voyage. The Government of Bolivia shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Bolivia as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Bolivia to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the re-

spective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of National Defense of Bolivia, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Minister of National Defense of Bolivia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of Bolivia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and traveling expenses in the Republic of Bolivia on official business of the Government of Bolivia shall be provided by the Government of Bolivia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of Bolivia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of Bolivia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of Bolivia shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family, should die in Bolivia, the Government of Bolivia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Bolivia shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Bolivia, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or

other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

Title V

Requisites and Conditions

Article 21. So long as this Agreement, or any extension thereof, is in effect, the Government of Bolivia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Bolivian Air Force, except by mutual agreement between the Government of the United States of America and the Government of Bolivia.

Article 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

Article 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Article 25. The leave specified in the preceding Article may be spent in Bolivia, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 26. The Government of Bolivia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Bolivia.

Article 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

Article 28. The Government of Bolivia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of National Defense of Bolivia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Bolivia shall be paid

by the Government of Bolivia. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of Bolivia. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Cordell Hull, Secretary of State of the United States of America, and Luis Fernando Guachalla, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Bolivia at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this fourth day of September, one thousand nine hundred and forty-one.

CORDELL HULL [SEAL]
LUIS GUACHALLA [SEAL]

LEND-LEASE [1]

Agreement signed at Washington December 6, 1941
Entered into force December 6, 1941

1941 For. Rel. (VI) 428

Whereas the United States of America and the Republic of Bolivia declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,[2] they, together with all the other American republics, are united in the defense of the Americas, determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

Whereas the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,[3] and the President of the Republic of Bolivia have determined that the defense of each of the American republics is vital to the defense of all of them; and

Whereas the United States of America and the Republic of Bolivia are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Bolivia have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

Article I

The United States of America proposes to transfer to the Republic of Bolivia under the terms of this Agreement armaments and munitions of war to a total value of about $11,000,000. The United States of America proposes to begin deliveries immediately and to continue deliveries as expeditiously as practicable during the coming twelve months to an approximate total value of $3,000,000 for use by the Bolivian Army.

[1] An arrangement for full settlement within basic terms of lend-lease agreement was effected by exchange of notes at La Paz July 17 and Nov. 22, 1917; final payment was made and reported in 32d Report to Congress on Lend-Lease Operations, p. 2.

[2] *Ante*, vol. 3, p. 534.

[3] 55 Stat. 31.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the Republic of Bolivia similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of Bolivia, the defense needs of the Republic of Bolivia or the Western Hemisphere are not served by continuance of the deliveries.

ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the Republic of Bolivia shall pay in dollars into the Treasury of the United States of America the total cost to the United States of America of the defense articles theretofore delivered up to a total of $2,000,000 less all payments theretofore made, and the Republic of Bolivia shall not be required to pay more than a total of $333,333.33 before December 1, 1942, more than a total of $666,666.66 before December 1, 1943, more than a total of $1,000,000.00 before December 1, 1944, more than a total of $1,333,333.33 before December 1, 1945, more than a total of $1,666,666.66 before December 1, 1946, or more than a total of $2,000,000.00 before December 1, 1947.

In case the President of the United States of America shall stop deliveries under the provisions of Article I, or if the United States of America shall be unable to complete deliveries up to the total value contemplated by that Article, the payments to be made by the Republic of Bolivia shall be reduced in the same proportion; so that the Republic of Bolivia shall never be obligated to pay to the United States of America a greater percentage of the total value of deliveries actually made available by the United States of America than the total payment provided in this Article bears to the total value of contemplated deliveries provided in Article I.

ARTICLE III

The United States of America and the Republic of Bolivia, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Bolivia hereunder shall be discharged; and for the same purpose they further agree,

in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,[4] to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE IV

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Bolivia is in a position to supply, the Republic of Bolivia will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

ARTICLE V

The Republic of Bolivia undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Bolivia.

Similarily, the United States of America undertakes that it will not, without the consent of the President of the Republic of Bolivia, transfer title to or possession of any defense article or defense information received in accordance with Article IV of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

ARTICLE VI

If, as a result of the transfer to the Republic of Bolivia of any defense article or defense information, it is necessary for the Republic of Bolivia to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Bolivia will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Bolivia who has

[4] For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of Bolivia.

ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in the English and Spanish languages, in duplicate, at Washington, this sixth day of December, 1941.

For the United States of America:
CORDELL HULL
Secretary of State of the United States of America

For the Republic of Bolivia:
LUIS GUACHALLA
Envoy Extraordinary and Minister Plenipotentiary of the Republic of Bolivia at Washington

EXCHANGE OF PUBLICATIONS

Exchange of notes at La Paz January 26 and 31, 1942
Entered into force January 31, 1942

56 Stat. 1436; Executive Agreement Series 242

The Acting Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

[TRANSLATION]

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. T.C. 72

La Paz, *January 26, 1942*

Mr. Chargé d'Affaires:

I have the honor to state to you that, in conformity with the Legation's note no. 199 and the Foreign Office note no. 867 of December 29 last, my Government is prepared to negotiate with the Government of the United States of America an agreement on the exchange of publications and scientific and literary works which are published under the official auspices of the two Governments.

The said agreement will be based on the following provisions:

1. The official interchange office for the remittance of the publications of the Republic of Bolivia is the Department of Intellectual Cooperation of the Foreign Office. The official interchange office on the part of the United States of America is the Smithsonian Institute.

2. The publications involved in the interchange shall be forwarded, on the part of Bolivia, to the Library of Congress of the United States of America; on the part of the United States of America, to the Library of the Bolivian Ministry of Foreign Affairs, while the National Library of La Paz is in the process of organization.

3. The Government of the Republic of Bolivia shall remit regularly one copy of the complete series of the official publications of its different departments, ministries, universities, general directorships, banks, and other institutions. A list of the said publications with an accurate description thereof will be included in the interchange agreement (List No. 1). This list shall be amplified without previous notice as the Government may see fit to create new offices.

4. The Government of the United States shall furnish one copy of each of the official publications included on the attached List No. 2. This list shall be extended to include, without the necessity of subsequent negotiation, any new important publications that may be included by any agency of the United States Government in the future.

5. With respect to the Government offices which are not issuing publications at the present time and are not mentioned on the attached lists, it is understood that such publications as they may issue in the future shall be supplied under the interchange agreement at the rate of one copy.

6. This agreement does not cover confidential publications, circulars, and other documents of a private nature of the two Governments.

7. Each one of the contracting parties agrees to pay postal, rail, and shipping rates and other charges established within its own country on the publications forwarded.

8. This agreement does not imply any modification of the existing interchange agreements between the different departments and official agencies of the two countries.

In case your Government agrees to the text of the provisions of the present note and the enclosed lists, the agreement shall enter into effect on the date on which this Foreign Office receives the return note from you and the duration thereof shall be indefinite, but it may, however, be abrogated on three months' notice.

I take the opportunity to renew to you, Mr. Chargé d'Affaires, the assurances of my most distinguished consideration.

J. Rodas Eguino

Allan Dawson, Esquire
Chargé d'Affaires ad interim
of the United States of America
City

The American Chargé d'Affaires ad interim to the Acting Minister of Foreign Affairs and Worship

No. 320 La Paz, Bolivia, *January 31, 1942*

Excellency:

I have the honor to refer to Your Excellency's note No. T.C. 72 of January 26, 1942, enclosing a proposal for an exchange of official publications between Your Excellency's Government and the Government of the United States of America.

In reply I am pleased to state that my Government accepts the terms of Your Excellency's proposal, which are as follows:

[For terms of agreement, see numbered paragraphs of Bolivian note, above.]

Your Excellency added that in the event that my Government agreed with the terms of the proposal outlined above, the agreement would take effect as from the date on which Your Excellency received the return note from this Legation and that the duration of the agreement would be for an indefinite period, but it may be abrogated on three months' notice.

In accordance with the preceding paragraph, I have to state that the American Government will consider the agreement as being in effect as from this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ALLAN DAWSON
Chargé d'Affaires ad interim

His Excellency
Dr. JUSTO RODAS EGUINO
Acting Minister for Foreign Affairs
La Paz

LISTA NO 1

OBRAS Y PUBLICACIONES OFICIALES DE BOLIVIA QUE SERVIRÁN PARA CANJEAR CON EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA:

1.—MINISTERIO DE RELACIONES EXTERIORES:

a) Boletín Oficial.
b) Memoria anual que presenta al Honorable Congreso Nacional.
c) Anexos a la Memoria anual que presenta al Honorable Congreso Nacional.
d) Tres primeros Tomos de Tratados Vigentes Colectivos de Bolivia. Años 1856 a 1941. Edición de 1941.
e) Próximo a publicarse: Dos Tomos de Tratados Bilaterales de Bolivia. Años 1831 a 1941. Edición 1941.

2.—MINISTERIO DE HACIENDA Y ESTADÍSTICA:

a) Dirección General de Estadística: a) Comercio Exterior de Bolivia, 1940.
b) Estadística demográfica.
c) " financiera.
d) " agropecuaria (por años agrícolas).
e) " de industria fabril.
f) " de transportes, comunicaciones y balances mineros.
g) Boletines Mensuales (estadísticas generales).
h) Dirección General de Aduanas: Revista.
i) Dirección General de Impuestos Internos: Boletín.
j) Superintendencia Nacional de Bancos: Memoria Anual.
k) Dirección General de Presupuestos: Presupuesto General de la Nación. Publicación anual.

3.—MINISTERIO DE ECONOMÍA NACIONAL:

a) Memoria anual.
b) Dirección General de Minas y Petróleo; Boletín trimestral.
c) Boletín de Minas (Oruro)
d) Boletín de Minas (Potosí)
e) Boletín de Minas (Cochabamba).

4.—MINISTERIO DE DEFENSA NACIONAL:

a) Revista Militar.
b) Revista de Sanidad Militar. Publicación trimestral.

219-919—70 — 49

5.—Ministerio de Educación, Bellas Artes y Asuntos Indigenales:

a) Biblioteca Boliviana: "Crónica Moralizada", por Fray Antonio de la Calancha.
b) "Tihuanacu" (Antología de varios escritores de los cronistas coloniales, americanos e historiadores bolivianos).
c) "Anales de la Vida Imperial de Potosí", por Bartolomé Mertínez y Vela.
d) "Memoria Histórica y Política", por Vicente Pazos Kanki.
e) "Potosí Colonial", por Pedro Cañeta y Domínguez.
f) "Folletos Escogidos" de Casímiro Olañeta.
g) "La Lengua de Adan y el Hombre de Tiguanacu", por Emeterio Villamil de Rada.
h) "Artes de los Metales", por el Licenciado Alonso Barba.
i) "Ultimos Días Coloniales en el Alto Perú", por Gabriel René Moreno (1er, Tomo.)
j) "Ultimos Días Coloniales en el Alto Perú", por Gabriel René Moreno (2º Tomo.)
k) Escuela Normal de Sucre: "Nuevos Rumbos". Revista trimestral.
l) "Estudios Sociales". Revista mensual.
ll) Revista de la Biblioteca y Archivo Nacional de Sucre. Publicación eventual.

6.—Ministerio de Gobierno y Justicia:

a) Mensaje del Presidente de la República.
b) Revista de Policía.—Publicación eventual.
c) Anuario Administrativo y ediciones oficiales de leyes y decreto.
d) Ley Electoral.
f) Resoluciones de la Corte Suprema (Gaceta Judicial)
g) Ordenanzas municipales anuales.

7.—Ministerio del Trabajo, Salubridad y Previsión Social:

a) "El Problema Social en Bolivia" (Condiciones de Vida y de Trabajo de los obreros).

8.—Cámara de Senadores:

a) Redactor. Publicación anual.
b) Proyectos e Informes.

9.—Cámara de Diputados:

a) Redactor. Publicación anual.
b) Proyectos e Informes.

10.—Universidad Boliviana:

a) "Universidad Mayor de San Francisco Javier". Revista trimestral.
b) "Universidad Autónoma de Cochabamba", Revista Jurídica. Publicaciones trimestrales.
c) "Cuadernos sobre Derecho y Ciencias Sociales". Publicación eventual
d) "Universidad Gabriel René Moreno", Revista trimestral.

11.—Banco Central de Bolivia:

a) Memoria Anual.
b) Boletín Mensual.

12.—Banco Minero:

a) Memoria Anual.
b) Cartas Informativas.

13.—Caja de Ahorro y Seguro Obrero: (Empresa particular).

a) "Protección Social". Revista Mensual.

14.—Cámara de Fomento Industrial:

a) Memoria Anual.
b) Boletín Comercial.—Publicación Mensual. (Empresa particular).
c) "Kollasuyo" Revista mensual de estudios nacionales.

LIST NO 2

Official Publications To Be Furnished Regularly by the United States Government

Congress of the United States
House Journal
Senate Journal
Code of Laws and supplements

PRESIDENT OF THE UNITED STATES
Annual messages to Congress

DEPARTMENT OF AGRICULTURE
Annual Report of the Secretary of Agriculture
Farmers' Bulletins
Yearbook

DEPARTMENT OF COMMERCE
Annual Report of the Secretary of Commerce

Bureau of the Census
Reports
Abstracts
Statistical Abstract of the United States (annual)

Bureau of Foreign and Domestic Commerce
Foreign Commerce (weekly)
Foreign Commerce and Navigation of the United States (annual)
Survey of Current Business (monthly)
Trade Information Bulletins

National Bureau of Standards
Technical News Bulletin

Weather Bureau
Monthly Weather Review

DEPARTMENT OF JUSTICE
Annual Report of the Attorney General

DEPARTMENT OF LABOR
Annual Report of the Secretary of Labor

Bureau of Labor Statistics
Bulletins
Monthly Labor Review

DEPARTMENT OF STATE
Department of State Bulletin
Inter-American Series
Foreign Relations of the United States (annual)
Statutes at Large
Treaty Series

DEPARTMENT OF THE INTERIOR
Annual Report of the Secretary of the Interior

Fish and Wild Life Service
Bulletins
Investigational Reports

Bureau of Mines
Minerals Yearbook

Bureau of Reclamation
New Reclamation Era (monthly)

National Park Service
General Publications

DISTRICT OF COLUMBIA
Annual Report of the Government of the District of Columbia
Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY

Office of Education
School Life (monthly)

Public Health Service
Public Health Reports (weekly)

Social Security Board
Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY

Public Roads Administration
Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION
Annual Report

LIBRARY OF CONGRESS
Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
Annual Report with technical reports

NATIONAL ARCHIVES
Annual Report

National Museum
Annual Report

NAVY DEPARTMENT
Annual Report of the Secretary of the Navy

Nautical Almanac Office
American Ephemeris and Nautical Almanac

POST OFFICE DEPARTMENT
Annual Report of the Postmaster General

SMITHSONIAN INSTITUTION
Annual Report

TREASURY DEPARTMENT
Annual Report on the State of the Finances

Bureau of Internal Revenue
Annual Report of the Commissioner

Bureau of the Mint
Annual Report of the Director

Comptroller of Currency
Annual Report

WAR DEPARTMENT
Annual Report

HEALTH AND SANITATION PROGRAM

Exchange of notes at La Paz July 15 and 16, 1942
Entered into force July 16, 1942
Modified and extended by agreement of August 1 and 8, 1944; [1] *July 1 and 14, 1948;* [2] *July 28 and 29, 1949;* [3] *September 18 and October 7, 1950, as supplemented;* [4] *and February 25, and March 3, 1955* [5]
Expired June 30, 1960

56 Stat. 1864; Executive Agreement Series 300

The American Ambassador to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA

LA PAZ, BOLIVIA
July 15, 1942

No. 48

EXCELLENCY:

I have the honor to refer to Resolution No. XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro [6] pertaining to cooperative health and sanitation work. I am instructed by my Government to advise you that if it is the desire of the Government of Bolivia to carry out a cooperative health and sanitation program, the Office of the Coordinator of Inter-American Affairs is prepared to send at once to Bolivia, on your request, a group of experts to work with the appropriate officials of the Bolivian Government in developing and executing a specific health and sanitation program.

For this purpose the Government of the United States, through the Agency of the Coordinator of Inter-American Affairs, will provide an amount not to exceed $1,000,000 to be expended toward the development of this health and sanitation program. It is understood that the Government of Bolivia will furnish such expert personnel, materials, services and funds for local expendi-

[1] EAS 445, *post*, p. 768.
[2] TIAS 1999, *post*, p. 784.
[3] TIAS 2009, *post*, p. 788.
[4] 2 UST 464, 2555, 2291; TIAS 2191, 2377, 2354.
[5] 6 UST 747; TIAS 3214.
[6] For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

tures as it may be able to or consider necessary for the efficient development of this program.

The group of U.S. medical and sanitation experts which the Bolivian Government requests to be sent by the Office of the Coordinator of Inter-American Affairs shall be under the direction of the Chief Medical Officer of the health and sanitation field party of the Coordinator's Office and will work in close cooperation with the appropriate officers of the Bolivian Government. Further technical advice and expert assistance by medical and sanitation specialists will be made available by the United States to the Bolivian Government should the need for such consultation arise. The salaries and expenses of the personnel sent to Bolivia by the Office of the Coordinator of Inter-American Affairs will be paid by the Office of the Coordinator of Inter-American Affairs and will not be charged to the funds provided for the development of the cooperative health and sanitation program in Bolivia.

Detailed arrangements for the execution of each project, and the expenditure of funds for that purpose, shall be discussed and agreed to by the chief medical officer and the appropriately designated officer of the Bolivian Government.

It is understood that the Government of Bolivia would be particularly interested in continuing and expanding the services now rendered by the health and sanitation agencies of the Government of Bolivia. Such services may be included under the following general headings:

1. General disease control by epidemiological procedures and by clinics and public education.
2. Malaria control.
3. Yellow fever control.
4. Care of lepers.
5. Environmental sanitation.

It is contemplated that projects to be executed will be planned in conformity with availability of materials and that no projects will be initiated without reasonable expectation that the necessary materials will be obtainable.

All projects contemplated in accordance with the terms of the present arrangement will, of course, be the property of the Government of Bolivia.

I would appreciate it if you would confirm to me your approval of this general proposal with the understanding that the details of the program will be the subject of further discussion and agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Pierre de L. Boal

His Excellency
Eduardo Anze Matienzo
Minister of Foreign Affairs
La Paz, Bolivia

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP
No. Gm/555

LA PAZ, *July 16, 1942*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's kind note of this date,[1] in which you are good enough to inform me that, in accordance with resolution no. 30 of the Third Meeting of Foreign Ministers of the American Republics, held at Rio de Janeiro, the United States Government, through the Coordinator of Inter-American Affairs, is disposed to contribute the sum of 1,000,000 dollars to be invested, by agreement with my Government, in the execution of a cooperative program of health and sanitation in my country.

Your Excellency is good enough to add that the Office of the Coordinator of Inter-American Affairs will send to Bolivia a group of public-health experts to cooperate and work with the officials designated by my Government in the development of the cooperative program of public health and sanitation.

It is established that my Government in turn will furnish, so far as possible or if it deems it necessary for the effective carrying out of said program, a personnel of experts and materials, granting facilities and funds for local expenditures.

I have the pleasure of adding that I am in complete agreement with the terms of Your Excellency's note and desire to express to you the formal acceptance of your offer of cooperation in order to carry out this very important activity.

Lastly, I have to communicate that the necessary measures will be taken by the health authorities of my Government for the execution of this program and supplementary projects.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ED. ANZE MATIENZO

His Excellency
PIERRE DE L. BOAL
Ambassador of the United States of America
City

[1] The Ambassador's note is dated July 15, 1942.

MILITARY MISSION

Agreement signed at Washington August 11, 1942
Entered into force August 11, 1942
Extended by agreements of April 11 and 26, 1947,[1] *and August 9 and September 9, 1955* [2]
Superseded by agreement of June 30, 1956, as amended [3]

56 Stat. 1583; Executive Agreement Series 267

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA

In conformity with the request of the Government of the Republic of Bolivia to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers to constitute a Military Mission to the Republic of Bolivia under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Bolivia and to serve as instructors at the Bolivian Staff College, the Military Geographic Institute, and The Schools of Arms Application and for such other purposes as may be agreed upon by the Chief of the Mission and the Minister of National Defense.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of Bolivia, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled at any time, upon the request of the Government of the United States of America, provided a replacement with equal qualifications is furnished.

ARTICLE 3. If the Government of Bolivia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a

[1] Not printed.
[2] 6 UST 3907; TIAS 3394.
[3] 7 UST 2033, 10 UST 742; TIAS 3605, 4209.

written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Bolivia at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army as may be agreed upon by the Minister of National Defense of Bolivia through its authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of National Defense of Bolivia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Bolivia, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army. The members of the Mission shall wear either the uniform of the United States Army or of the Bolivian Army to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Bolivian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Bolivian Army provide for Bolivian officers of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the Bolivian Army except in so far as such regulations are contrary to the regulations of the United States Army.

219 919—70——50

Title IV

Compensation and Perquisites

Article 12. Members of the Mission shall receive from the Government of Bolivia such net annual compensation in United States currency as may be agreed upon between the Government of the United States of America and the Government of Bolivia for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Bolivia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of National Defense of Bolivia in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

Article 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Bolivia, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

Article 15. Each member of the Mission and his family shall be furnished by the Government of Bolivia, except in the case where such member is replaced prior to two years' service under the provisions of Article 2 of this Agreement, with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Bolivia, both for the outward and for the return trip. The Government of Bolivia shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Bolivia as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Bolivia to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments

are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of National Defense of Bolivia, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Minister of National Defense of Bolivia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of Bolivia shall grant, upon request of the Chief of the Mission, exemption from customs duties or other imposts on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and traveling expenses in the Republic of Bolivia on official business of the Government of Bolivia shall be provided by the Government of Bolivia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of Bolivia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation, with chauffeur on call, shall be made available by the Government of Bolivia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of Bolivia shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family, should die in Bolivia, the Government of Bolivia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Bolivia shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Bolivia, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

Title V

Requisites and Conditions

Article 21. The Government of Bolivia agrees that, while this Agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in the Bolivian military institutes or branches in which the members of the United States Military Mission are serving.

In order to maintain the unity of military doctrine within the Bolivian Army, the Government of Bolivia agrees moreover that it will avoid the inefficiency in utilizing the services of the members of the United States Military Mission which might arise if the Government of Bolivia were to engage the services of any personnel of any other country whose duties would involve the provision of any instruction or technical assistance to the Bolivian Army. In the event the Bolivian Government should wish to give consideration to the possibility of engaging the services of any such personnel of any other country for duties connected with the Bolivian Army while this Agreement is in effect, the Minister of National Defense of Bolivia will consult with the Ambassador of the United States of America or, in his absence, the officer in charge, to determine whether the engagement of the services of such personnel might result in such inefficient utilization of the services of the United States Military Mission.

Article 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

Article 24. Each member of the Mission shall be entitled to one-month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Article 25. The leave specified in the preceding Article may be spent in Bolivia, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 26. The Government of Bolivia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Bolivia.

ARTICLE 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of Bolivia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of National Defense of Bolivia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Bolivia shall be paid by the Government of Bolivia. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, in duplicate, in the English and Spanish languages, at Washington, this eleventh day of August, one thousand nine hundred and forty-two.

For the United States of America:
CORDELL HULL [SEAL]
Secretary of State
of the United States of America

For the Republic of Bolivia:
LUIS GUACHALLA [SEAL]
Ambassador Extraordinary and
Plenipotentiary of the Republic
of Bolivia at Washington

HEALTH AND SANITATION PROGRAM

Exchange of notes at La Paz August 1 and 8, 1944, modifying and extending agreement of July 15 and 16, 1942
Entered into force January 1, 1945
Program expired June 30, 1960

58 Stat. 1568; Executive Agreement Series 445

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
LA PAZ, BOLIVIA
August 1, 1944

No. 489

EXCELLENCY:

I have the honor to refer to the notes exchanged between the Ambassador of the United States of America to Bolivia and the Minister of Foreign Affairs of Bolivia on July 15, and July 16, 1942,[1] and the subsequent exchange of letters and the memoranda of agreement between the Institute of Inter-American Affairs and the Bolivian Ministry of Labor, Public Health and Social Welfare on July 15, 1942, and on subsequent occasions, relative to the cooperative health and sanitation program provided for by Resolution XXX [2] approxed at the Third Meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January, 1942. In accordance with the communications under reference, the United States of America has agreed to make available a sum not to exceed one million (U.S.$1,000,000) dollars for the cooperative health and sanitation program which is now being carried out in Bolivia.

If desired by the Government of Bolivia, the Government of the United States of America, through the Institute of Inter-American Affairs, a Division of the Office of the Coordinator of Inter-American Affairs and an Agency of the Government of the United States of America, is prepared to make available an additional sum of $500,000 for the purpose of continuing in collaboration with the Government of Bolivia the cooperative program of health and sanitation over a three-year period beginning January 1, 1945, provided that an amount is contributed by the Government of Bolivia for the same purposes equal to one million ($1,000,000) dollars, U.S. currency.

[1] EAS 300, *ante*, p. 759.
[2] For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

The kind of work and specific projects to be undertaken and the expenditure of the funds are to be mutually agreed to by the appropriate official of the Government of Bolivia and the appropriate official of the Institute of Inter-American Affairs, for the Government of the United States of America.

It is understood that the funds contributed by both governments will be spent through the special agency created within the Ministry of Labor, Public Health and Social Welfare by your Government, which special agency is known as the Servicio Cooperativo Interamericano de Salud Pública. Detailed arrangements for the continuation of the special Servicio and the fulfillment of the program will be effected by agreement between the appropriate official of the Government of Bolivia and an appropriate official of the Institute of Inter-American Affairs for the United States of America.

It is understood that the Government of the United States of America will continue to furnish such personnel as may be considered necessary in order to collaborate with the Servicio Cooperativo Interamericano de Salud Pública in executing the health and sanitation program.

All assets acquired by the Servicio Cooperativo Interamericano de Salud Pública in connection with the health and sanitation program shall remain the property of the Government of Bolivia.

No project will be undertaken that will require supplies or materials the procurement of which would handicap any phase of the war effort.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this general proposal, with the understanding that the details of the program will be the subject of further discussion and agreement as provided herein.

Please accept, Excellency, the renewed assurance of my most distinguished consideration.

EDWARD D. MCLAUGHLIN
Chargé d'Affaires ad interim

His Excellency
Doctor Don ENRIQUE BALDIVIESO
Minister of Foreign Affairs and Worship
La Paz

The Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP
No.: A. E. s/g. 222–

LA PAZ, *August 8, 1944*

MR. CHARGÉ D'AFFAIRES:

I am pleased to refer to your esteemed note number 489, dated the first of the current month, relating to the cooperative program of health and

sanitation which is to be developed by the Servicio Cooperativo Interamericano de Salud Pública in Bolivia.

In reply, I take pleasure in stating to you that my Government will furnish the sum of one million dollars (U.S. $1,000,000) during the years 1945, 1946, and 1947, assigned to the common fund which is to be administered by the Servicio Cooperativo Interamericano de Salud Pública in Bolivia, in accordance with the spirit of the contract signed July 15, 1942, and of agreements which may be reached subsequently for the better use of these funds.

Likewise, my Government accepts, very gratefully, the contribution offered by the Government of the United States, in the note to which I am replying, of the sum of five hundred thousand dollars (U.S. $500,000) in addition to that of one million dollars already furnished, which is being used at the present time in sanitary services of the country by the above-mentioned agency. This additional sum, together with the contribution of the Bolivian State, shall be used to carry out the projects comprised in the years 1945, 1946, and 1947.

This agreement having been concluded, the Ministry of Health will discuss with the appropriate personnel of the Servicio Cooperativo Interamericano de Salud Pública the details of the program for future sanitary action in Bolivia.

On this opportunity, I reiterate to you the assurances of my very distinguished consideration.

For the Minister
ITURRALDE C.
Assistant Secretary for Foreign Affairs

Mr. EDWARD D. MCLAUGHLIN,
Chargé d' Affaires a.i.
of the United States of North America
City

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at La Paz September 5 and 7, 1944
Entered into force September 7, 1944
Modified and extended by agreements of May 30, 1945; [1] *August 1, 1947, and May 16, 1949;* [2] *July 6 and August 9, 1948;* [3] *July 28 and 29, 1949;* [4] *November 22, 1950;* [5] *August 14 and November 9, 1951;* [6] *July 24 and December 13, 1951;* [7] *January 17 and February 28, 1952;* [8] *June 30, 1952;* [9] *and February 25 and March 3, 1955* [10]
Expired June 30, 1960

[For text, see 2 UST 412; TIAS 2181.]

[1] Not printed.
[2] 2 UST 409; TIAS 2181.
[3] 2 UST 415; TIAS 2182.
[4] 2 UST 418; TIAS 2183.
[5] 2 UST 2495; TIAS 2364.
[6] 3 UST 2802; TIAS 2449
[7] 3 UST 2885; TIAS 2465.
[8] 5 UST 442; TIAS 2938.
[9] 5 UST 448; TIAS 2939.
[10] 6 UST 774; TIAS 3213.

SPECIAL TARIFF POSITION OF PHILIPPINES

Exchange of notes at Washington May 4 and June 10, 1946, modifying treaty of May 13, 1858
Entered into force June 10, 1946

61 Stat. 2436; Treaties and Other International Acts Series 1572

The Acting Secretary of State to the Bolivian Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 4 1946

EXCELLENCY:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine Independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,[1] goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,[2] my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

With a view, therefore, to placing the relations between the United States and Bolivia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preced-

[1] 60 Stat. 141.
[2] 48 Stat. 456.

ing paragraph, I have the honor to propose that the most-favored-nation provisions of the Treaty of Peace, Friendship, Commerce and Navigation between the United States and Bolivia signed May 13, 1858,[3] shall not be understood to require the extension to Bolivia of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of Your Excellency's Government to this proposal at an early date.

Accept, Excellency, the renewed assurance of my highest consideration.

DEAN ACHESON
Acting Secretary of State

His Excellency
Señor Don VICTOR ANDRADE
Ambassador of Bolivia

The Bolivian Ambassador to the Secretary of State

EMBAJADA DE BOLIVIA
WASHINGTON

EXCELLENCY:

I have the honor to refer to Your Excellency's note of May 4, 1946, with regard to the provision that the most favored nation clause of the Treaty of Peace, Friendship, Commerce and Navigation between the United States and Bolivia, signed May 13, 1858, shall not be understood to require the extension to Bolivia of advantages accorded by the United States to the Philippines.

In appreciation of the facts explained in Your Excellency's note, and as an act of friendship to the Philippine Nation in the achieving of its independence, I have the honor to express, on behalf of the Bolivian Government, the acceptance of this proposition.

Accept, Excellency, the assurances of my highest consideration.

V. ANDRADE
Washington, D.C., June 10, 1946

His Excellency
Mr. JAMES F. BYRNES
Secretary of State
Washington, D.C.

---

[3] TS 32, *ante*, p. 721.

CERTIFICATES OF AIRWORTHINESS FOR EXPORT

Exchange of notes at La Paz January 2 and 29, 1947
Entered into force January 29, 1947

Department of State files

The American Ambassador to the Minister of Foreign Affairs and Worship

La Paz, Bolivia
No. 153 *January 2, 1947*

Excellency:

I have the honor to inform Your Excellency that the Department of State of the United States Government has requested the Embassy to inquire of the Bolivian Government whether it will accept certificates of airworthiness for export issued by the United States Civil Aeronautics Authority (CAA), covering unassembled aircraft and components which have not been previously assembled and flight tested. This pertains only to newly manufactured aircraft and components.

At present the issuance of a certificate of airworthiness for export constitutes a certification that the specific aircraft being exported has been examined and found to comply with applicable standards and requirements of the CAA and any special requirements stipulated by the country of import. Such examinations have included inspection and flight testing of the aircraft after final assembly. Certificates of airworthiness for export covering aircraft components likewise evidenced inspection after assembly. Because of the mass production methods and tooling now employed by most American aircraft manufacturers, individual parts of a given model are substantially identical or interchangeable. For this reason final assembly of the aircraft can be accomplished away from the factory without difficulty and it is not considered necessary that such aircraft be flight tested by CAA inspectors before exportation from the United States.

Therefore, in order to obviate the need of assembling aircraft for flight testing, with attendant expense and delay, and subsequently disassemblying for export shipment, the CAA is contemplating the issuance of certificates of airworthiness for export for unassembled aircraft which have not been previously assembled and flight tested. Likewise, the CAA contemplates issuing such certificates covering unassembled aircraft components which have

not been previously assembled and tested. The following conditions will apply to aircraft and components covered by these contemplated certificates of airworthiness for export

1. The manufacturer will hold a CAA type certificate and production certificate for the particular aircraft model concerned.
2. The CAA will have determined that the article exported has been manufactured in conformity with approved data, that special requirements of the importing country have been complied with, that workmanship and materials are acceptable, and that if assembled and flight tested in accordance with instructions, it would conform to CAA airworthiness requirements.
3. That reasonable instructions for assembling and flight testing will be provided.

I would therefore appreciate it if Your Excellency would inform me if the Bolivian Government is disposed to accord recognition to certificates of airworthiness for export issued by the CAA in accordance with the proposed new procedure. If Your Excellency's Government should be unwilling to accept certificates of airworthiness issued in accordance with the procedure outlined herein, I should likewise appreciate being informed if there are any conditions under which such certificates would be acceptable to the Bolivian Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSEPH FLACK

His Excellency
Dr. ANICETO SOLARES
Minister for Foreign Affairs and Worship
La Paz, Bolivia

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

No. T y C. 88 LA PAZ, *January 29, 1947*

MR. AMBASSADOR:

I have the honor to refer to your note No. 153, dated January 2, 1947, in which Your Excellency, acting on instructions from the Department of State, seeks the opinion of the Government of Bolivia concerning certificates of airworthiness for exports of aircraft and components which have not been previously assembled and flight tested.

In reply I take pleasure in informing Your Excellency that, in consideration of the guaranties, etc., offered by the Civil Aeronautics Authority of the

United States (CAA), the Government of Bolivia will officially accept such certificates.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ANICETO SOLARES
Minister of Foreign Affairs and Worship

His Excellency
JOSEPH FLACK
Ambassador Extraordinary and Plenipotentiary
of the United States of America
La Paz

AGRICULTURAL EXPERIMENT STATION

Exchange of notes at La Paz December 30, 1946, and May 16, 1947, approving memorandum of understanding of April 6, 1943

Entered into force May 16, 1947; operative from January 1, 1947

Memorandum of understanding modified by agreements of May 17 and June 4, 1948, and June 16, 1952 [1]

Terminated June 27, 1952, by agreement between Bolivia and the Institute of Inter-American Affairs

[For text, see 2 UST 2275; TIAS 2353.]

[1] 3 UST 2978; TIAS 2483.

CIVIL AVIATION MISSION

Exchange of notes at La Paz August 26 and November 3, 1947
Entered into force November 3, 1947

61 Stat. 3863; Treaties and Other International Acts Series 1739

The American Ambassador to the Acting Minister of Foreign Affairs

La Paz, Bolivia
No. 396 *August 26, 1947*

Excellency:

I have the honor to refer to the negotiations being carried on between our two Governments for the sending to Bolivia of a technical mission from the United States Civil Aeronautics Administration for the purpose of assisting in the development of Bolivian civil aviation.

I now present herein, under instructions of my Government, for the consideration of your Excellency's Government, the text of a Statement of Conditions which my Government proposes as a basis for the operations of such mission in Bolivia, and I would be very appreciative if your Excellency would inform me if the text of Conditions meets with the approval of the Bolivian Government. In the event of approval, I would likewise appreciate Your Excellency's kindness in communicating to the Embassy the note of acceptance of your Government, including, as herein, the text of the Statement of Conditions which appears below, in order that I may forward it to my Government:

"Statement of Conditions—Technical Assistance Mission to Bolivia

1. Subject to the availability of suitable technicians and appropriated funds for the purpose, the Government of the United States of America shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.

2. The Government of Bolivia shall reimburse the Government of the United States of America at the rate of $2,000 per year for the Chief of Mission and $1,500 per year for each additional member toward the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be effected at the completion of each six-month period

of each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Bolivia to make any payments to the Government of the United States of America until such time as the Government of Bolivia shall have received a statement of its obligation in this connection.

3. The Government of Bolivia shall provide for entry free of customs duties of supplies, materials and effects for the professional and personal use of the technicians.

4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.

5. The Government of Bolivia shall provide the technicians with suitably-equipped office space and necessary clerical assistance and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of $2,400 per year for the cost of bilingual stenographic assistance.

6. The Government of Bolivia shall permit the transportation of the body of any technician detailed under these conditions who may die in Bolivia, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

7. Unless otherwise agreed to, the assignments of the technicians shall be for periods of not to exceed one year each, including travel time.

8. If, after the expiration of the periods of assignments, it appears that all of the objectives have not been attained, the Government of the United States of America agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods of not to exceed six months each.

9. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Bolivia, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.

10. The Government of the United States of America proposes to detail under these conditions an expert in air traffic control and related airway facilities and an expert in communications engineering. Prior to effecting their assignments, the names, together with a description of their qualifications will be submitted to the Government of Bolivia for approval.

11. The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Bolivia for an increase in the number of members of the Mission or for the assignment of experts in fields of civil aviation other than those specified in paragraph ten.

12. The Government of the United States of America will designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisors to the Government of Bolivia within their respective fields, but may volunteer opinions on related civil aviation matters when deemed advisable.

13. The Government of Bolivia shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Bolivia or any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect this compensation, such taxes shall be paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

15. Mission personnel, during the time it is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign Government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Bolivia."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSEPH FLACK

His Excellency
Doctor GERMÁN COSTAS
Acting Minister for Foreign Affairs and Worship
La Paz

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

No. TC and ONU. 935

LA PAZ, *November 3, 1947*

MR. AMBASSADOR:

With reference to the negotiations carried on between the Government of Bolivia and that of Your Excellency for the purpose of agreeing on a technical mission from the United States Civil Aeronautics Administration to collaborate in the development of Bolivian civil aviation, I have the honor to refer to your Embassy's courteous note No. 396 of August 26 last, with which there was enclosed a Statement of Conditions with which the personnel of this mission must comply in the performance of their duties.

With respect to this, I am pleased to inform Your Excellency that the aforementioned Statement of Conditions has been approved by my Government, and accordingly I have the honor to transcribe below the Spanish version of the pertinent text:

"Statement of Conditions—Technical Mission to Bolivia

"1. Subject to the availability of suitable technicians and funds for the purpose, the Government of the United States shall make available to the Government of Bolivia the services of technicians in the field of civil aviation as requested by the Government of Bolivia.

"2. The Government of Bolivia shall reimburse the Government of the United States at the rate of $2,000 (U.S. Cy.) per year for the Chief of Mission and $1,500 (U.S. Cy.) per year for each additional member, to cover the expenses incurred in connection with the assignment of these experts. Such reimbursement shall be made six months after each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Bolivia to make any payment to the Government of the United States until such time as the Government of Bolivia receives a statement of its obligation in this connection.

"3. The Government of Bolivia shall permit the entry free of customs duties of materials, supplies, and effects for the professional and personal use of the technicians.

"4. The Government of Bolivia shall provide the technicians with means of transportation within Bolivia.

"5. The Government of Bolivia shall provide the technicians with suitably equipped ample office space and adequate clerical assistance, and bear the cost thereof, as well as reimburse the Government of the United States up to a limit of $2,400 (U.S. Cy.) per year for the services of a bilingual stenographer.

"6. The Government of Bolivia shall permit the transportation of the body of any technician mentioned in this contract who may die in Bolivia, to a place of burial in the United States selected by his family or their legal representatives.

"7. Unless otherwise agreed to, the assignments of the technicians shall be for periods not exceeding one year each, including travel time.

"8. If, after the expiration of the foregoing periods of assignment, it appears that all the objectives have not been attained, the Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for the extension of the assignments for additional periods not exceeding six months each.

"9. The Government of the United States shall pay the salary, allowances, travel expenses in both directions (between Bolivia and the United States) and any additional compensation of the technicians, subject to partial reimbursement by the Government of Bolivia at the rate indicated hereinabove.

"10. The Government of the United States proposes to detail, under these conditions, an expert in air traffic control and related air facilities and an expert in communications engineering. Before these technicians are assigned,

their names, together with a description of their qualifications, will be submitted to the Government of Bolivia for its approval.

"11. The Government of the United States agrees to give the fullest consideration to any request of the Government of Bolivia for an increase in the numbers of members of the Mission or for the assignment of experts in the field of civil aviation other than those specified in paragraph 10.

"12. The Government of the United States shall designate a Chief of Mission who will represent the Mission before the Government of Bolivia. Members of the Mission will be responsible to the Chief of Mission. All members of the Mission will serve as advisers to the Government of Bolivia within their respective fields, but may volunteer opinions on civil aviation matters when they deem it advisable.

"13. The Government of Bolivia shall assume civil liability in the event that any member of the Mission, while acting within the scope of his duties, causes damage to or loss of property, or personal injury or death.

"14. Compensation of Mission members shall not be subject to any tax in Bolivia. Should there, however, at present or while this agreement is in effect, be any taxes that might affect the aforementioned compensation, such taxes shall be paid by the Government of Bolivia in order to comply with the provisions of this paragraph.

"15. Mission personnel, during the time this contract is in operation and thereafter, undertake not to divulge or reveal in any form to any foreign government, or any person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

"16. The above conditions may be modified in whole or in part by an exchange of notes between the Government of Bolivia and the Government of the United States of America."

Requesting Your Excellency to communicate the foregoing to the Government of the United States, I have the honor to inform you, in compliance with your request, that the above-quoted Statement of Conditions will enter into force on the day on which the present note is signed.

I avail myself of this opportunity to renew to Your Excellency the expression of my highest and most distinguished consideration.

TOMÁS M. ELIO

His Excellency
JOSEPH FLACK
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

AGRICULTURAL EXPERIMENT STATION

Exchange of notes at La Paz May 17 and June 4, 1948, modifying memorandum of understanding of April 6, 1943
Entered into force June 4, 1948
Memorandum of understanding further modified by agreement of June 16, 1952
Terminated June 27, 1952, by agreement between Bolivia and the Institute of Inter-American Affairs

[For text of agreement of May 17 and June 4, 1948, and June 16, 1952, see 3 UST 2982; TIAS 2483.]

HEALTH AND SANITATION PROGRAM

Exchange of notes at La Paz July 1 and 14, 1948, modifying and extending agreement of July 15 and 16, 1942
Entered into force June 30, 1948
Program expired June 30, 1960

62 Stat. 3920; Treaties and Other International Acts Series 1999

The American Ambassador to the Minister of Foreign Affairs and Worship

La Paz, Bolivia
No. 621 *July 1, 1948*

Excellency:

I have the honor to refer to the Basic Agreement between the government of Bolivia and The Institute of Inter-American Affairs, arising out of correspondence exchanged between the representative of the Institute and the Minister of Labor, Public Health and Social Welfare of Bolivia, dated July 15 and July 16, 1942,[1] respectively, as later modified and extended, which provided for the initiation and execution of the existing cooperative health and sanitation program in Bolivia. I also refer to Your Excellency's note no. P. y D. 60 of January 19, 1948, suggesting the consideration by our respective governments of a further extension of that Agreement.

As Your Excellency knows, the Basic Agreement, as amended, provides that the cooperative health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Bolivia that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension the Institute would make a contribution of $100,000 U.S. Cy. to the Servicio Cooperativo Inter-Americano de Salud Pública, for use in carrying out project activities of the program, on condition that your Government would con-

[1] EAS 300, *ante*, p. 759.

tribute to the Servicio for the same purpose the sum of B/. 28,000,000. The Institute would also be willing during the same extension period to make available additional funds to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff who are maintained by the Institute in Bolivia. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministerio de Higiene y Salubridad and The Institute of Inter-American Affairs.

The Government of the United States of America will consider the present Note and Your Excellency's reply Note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Hygiene and Health of Bolivia and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSEPH FLACK

His Excellency
Señor ADOLFO COSTA DU RELS
Minister for Foreign Affairs and Worship
La Paz

The Minister of Foreign Affairs and Worship to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP
No. TC. y ONU. 717

LA PAZ, *July 14, 1948*

MR. AMBASSADOR:

With reference to Your Excellency's note no. 621 of the 1st instant, I have the honor to inform you that my Government accepts, in accordance with the terms mentioned, the extension of the Cooperative Public Health Program until June 30, 1949, and that it agrees that the said extension becomes effective on the date that the representatives of the Ministry of Hygiene and Sanitation and the Institute of Inter-American Affairs affix their signatures

to a document containing the technical details mentioned in the official communication to which I reply.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

A. Gutierrez P.
Minister of Foreign Affairs

His Excellency
Joseph Flack
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at La Paz July 6 and August 9, 1948
Entered into force September 8, 1948; operative from June 30, 1948
Program expired June 30, 1960

[For text, see 2 UST 415; TIAS 2182.]

AIR TRANSPORT SERVICES

Agreement signed at La Paz September 29, 1948
Entered into force November 4, 1948
Amended by agreement of May 4 and 17, 1967 [1]

[For text, see 14 UST 2209; TIAS 5507.]

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at La Paz August 1, 1947, and May 16, 1949
Operative from September 7, 1947
Program expired June 30, 1960

[For text, see 2 UST 409; TIAS 2181.]

[1] 18 UST 2362; TIAS 6340.

219-919—70——51

HEALTH AND SANITATION PROGRAM

Exchange of notes at La Paz July 28 and 29, 1949, modifying and extending agreement of July 15 and 16, 1942
Entered into force July 29, 1949; operative from June 30, 1949
Program expired June 30, 1960

63 Stat. 2787; Treaties and Other International Acts Series 2009

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs and Worship

AMERICAN EMBASSY
LA PAZ, *July 28, 1949*

No. 876

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in July 1942 [1] between the Republic of Bolivia and The Institute of Inter-American Affairs, providing for the existing cooperative health and sanitation program in Bolivia. I also refer to Your Excellency's note No. TC. y ONU. 618 of July 5, 1949, suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Bolivia that an extension of the program beyond its termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949, through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of $100,000.00 in the currency of the United States, to the Servicio Cooperativo Inter-Americano de Salud Publica, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of Bs. 28,000,000.00. The Institute would also be willing during the same extension period to make available funds to be administered by the Institute, and not deposited to the

[1] EAS 300, *ante*, p. 759.

account of the Servicio, for payment of salaries and other expenses of the members of the Health and Sanitation Division field staff who are maintained by the Institute in Bolivia. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Hygiene and Public Health and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by the officials of the Ministry of Hygiene and Public Health and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

JAMES ESPY
Chargé d'Affaires ad interim

His Excellency
Dr. WALDO BELMONTE POOL
Minister for Foreign Affairs and Worship
La Paz

The Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

No. T. C. and ONU. 684

LA PAZ, *July 29, 1949*

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your courteous note No. 876, dated yesterday, in which you refer to the Basic Agreement, as amended, which was concluded in July 1942 between my country and the Institute of Inter-American Affairs, relative to the present cooperative health and sanitation program in Bolivia, and in which you inform me that the Government of the United States of America, after considering the mutual benefits that both governments are deriving from the said program, agrees to extend it for one more year, from June 30, 1949, to June 30, 1950.

I take pleasure in informing Your Excellency that the Government of Bolivia agrees to the aforementioned extension, in accordance with the terms of the note to which I am replying, and in accordance with the technical

arrangements to be made between a representative of the Ministry of Hygiene and Health of my country and a representative of the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my most distinguished consideration.

BELMONTE POOL

His Excellency
JAMES ESPY
Chargé d'Affaires ad interim of
the United States of America
City

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at La Paz July 28 and 29, 1949
Entered into force July 30, 1949; operative from June 30, 1949
Program expired June 30, 1960

[For text, see 2 UST 418; TIAS 2183.]

Brazil

PEACE, FRIENDSHIP, COMMERCE, AND NAVIGATION

Treaty signed at Rio de Janeiro December 12, 1828
Ratified by Brazil December 12, 1828
Senate advice and consent to ratification March 10, 1829
Ratified by the President of the United States March 17, 1829
Ratifications exchanged at Washington March 18, 1829
Entered into force March 18, 1829; operative from December 12, 1828
Proclaimed by the President of the United States March 18, 1829
Articles relating to commerce and navigation terminated December 12, 1841 [1]

8 Stat. 390; Treaty Series 34 [2]

In the Name of the Most Holy and Indivisible Trinity:

The United States of America and His Majesty the Emperor of Brazil, desiring to establish a firm and permanent peace and friendship between both Nations, have resolved to fix, in a manner clear, distinct, and positive, the rules which shall in future be religiously observed between the one and the other, by means of a Treaty or General Convention of Peace, Friendship, Commerce, and Navigation.

For this most desirable object, the President of the United States has conferred full powers on William Tudor their Chargé d'Affaires at the Court of Brazil; and His Majesty the Emperor of Brazil on the Most Illustrious and Most Excellent Marquez of Aracaty, a member of His Council, Gentleman of the Imperial Bed-chamber, Councillor of the Treasury, Grand Cross of the Order of Aviz, Senator of the Empire, Minister and Secretary of State for Foreign Affairs, and Miguel de Souza Mello e Alvim, a member of His Council, Commander of the Order of Aviz, Knight of the Imperial Order of the Cross, Chief of Division in the Imperial and National Navy, Minister and Secretary of State for the Marine, who after having exchanged their said full powers, in due and proper form, have agreed to the following articles:

[1] Pursuant to notice of termination given by Brazil Mar. 26, 1840.
[2] For a detailed study of this treaty, see 3 Miller 451.

ARTICLE I

There shall be a perfect, firm and inviolable peace and friendship between the United States of America and their citizens, and his Imperial Majesty, his successors and subjects throughout their possessions and territories respectively, without distinction of persons or places.

ARTICLE II

The United States of America, and His Majesty the Emperor of Brazil, desiring to live in peace and harmony with all the other nations of the earth, by means of a policy frank and equally friendly with all, engage mutually, not to grant any particular favour to other nations in respect of commerce and navigation, which shall not immediately become common to the other party, who shall enjoy the same freely, if the concession was freely made, or on allowing the same compensation, if the concession was conditional. It is understood, however, that the relations and conventions which now exist or may hereafter exist between Brazil and Portugal, shall form an exception to this article.

ARTICLE III

The two high contracting parties being likewise desirous of placing the commerce and navigation of their respective countries, on the liberal basis of perfect equality and reciprocity, mutually agree, that the citizens and subjects of each may frequent all the coasts and countries of the other, and reside and trade there in all kinds of produce, manufactures and merchandize: and they shall enjoy all the rights, privileges and exemptions, in navigation and commerce, which native citizens or subjects do, or shall enjoy, submitting themselves, to the laws, decrees, and usages, there established, to which native citizens or subjects are subjected. But it is understood that this article does not include the coasting trade of either country, the regulation of which is reserved by the parties respectively, according to their own separate laws.

ARTICLE IV

They likewise agree that whatever kind of produce, manufactures, or merchandize, of any foreign country, can be from time to time, lawfully imported into the United States, in their own vessels, may be also imported in vessels of Brazil: and that no higher or other duties upon the tonnage of the vessel and her cargo, shall be levied and collected, whether the importation be made in the vessels of the one country or the other. And in like manner, that whatever kind of produce, manufactures, or merchandize of any foreign country, can be, from time to time, lawfully imported into the Empire of Brazil, in its own vessels, may be also imported in vessels of the United States: and that no higher or other duties upon the tonnage of the vessel and

her cargo, shall be levied or collected whether the importation be made in vessels of the one country, or of the other. And they agree that whatever may be lawfully exported, or re-exported from the one country in its own vessels, to any foreign country, may in like manner, be exported or re-exported in the vessels of the other country. And the same bounties, duties, and drawbacks, shall be allowed and collected, whether such exportation, or re-exportation, be made in vessels of the United States, or of the Empire of Brazil. The government of the United States however considering the present state of the navigation of Brazil, agrees that a vessel shall be considered as Brazilian, when the proprietor and captain are subjects of Brazil and the papers are in legal form.

Article V

No higher or other duties shall be imposed on the importation into the United States, of any articles the produce or manufactures of the Empire of Brazil, and no higher or other duties shall be imposed on the importation into the Empire of Brazil, of any articles the produce or manufactures of the United States, than are or shall be payable on the like articles, being the produce or manufactures of any other foreign country: nor shall any higher or other duties, or charges be imposed in either of the two countries, on the exportation of any articles to the United States, or to the Empire of Brazil respectively, than such as are payable on the exportation of the like article to any other foreign country: nor shall any prohibition be imposed on the exportation or importation of any articles, the produce or manufactures of the United States, or of the Empire of Brazil, to or from the territories of the United States, or to or from the territories of the Empire of Brazil, which shall not equally extend to all other nations.

Article VI

It is likewise agreed, that it shall be wholly free for all merchants, commanders of ships, and other citizens or subjects of both countries, to manage themselves their own business, in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignment and sale of their goods and merchandize by wholesale or retail, as with respect to the loading, unloading and sending off their ships; they being in all these cases to be treated as citizens or subjects of the country in which they reside, or at least to be placed on a footing with the subjects or citizens of the most favoured nation.

Article VII

The citizens and subjects of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, or merchandize or effects, for any military expedition, nor for any public or private purpose whatever, without allowing to those interested, a sufficient indemnification.

Article VIII

Whenever the citizens or subjects of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, bays, ports or dominions of the other, with their vessels whether of merchant or of war, public or private, through stress of weather, pursuit of pirates, or enemies, they shall be received and treated with humanity, giving to them all favour and protection, for repairing their ships, procuring provisions, and placing themselves in a situation to continue their voyage without obstacle or hindrance of any kind.

Article IX

All the ships, merchandize and effects belonging to the citizens or subjects, of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction, or on the high seas, and may be carried, or found in the rivers, roads, ports, bays, or dominions of the other, shall be delivered up to the owners, they proving in due and proper form, their rights before the competent tribunals: it being well understood, that the claim should be made within the term of one year by the parties themselves, their attorneys, or agents of their respective Governments.

Article X

When any vessel belonging to the citizens or subjects of either of the contracting parties, shall be wrecked, foundered, or shall suffer any damage, on the coasts, or within the dominions of the other, there shall be given to them all assistance and protection, in the same manner which is usual and customary with the vessels of the nation, where the damage happens, permitting them to unload the said vessel, if necessary, of its merchandize and effects, without exacting for it any duty, impost or contribution whatever, until they may be exported, unless they be destined for consumption.

Article XI

The citizens or subjects of each of the contracting parties shall have power to dispose of their personal goods within the jurisdiction of the other, by sale, donation, testament or otherwise; and their representatives being citizens or subjects of the other party, shall succeed to the said personal goods, whether by testament, or *ab intestato*, and they may take possession thereof, either by themselves, or others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country, wherein said goods are, shall be subject to pay in like cases; and if, in the case of real estate, the said heirs would be prevented from entering into the possession of the inheritance, on account of their character of aliens, there shall be granted to them the term of three years, to dispose of the same, as they may think proper, and to withdraw the proceeds without molestation, nor any other charges than those which are imposed by the laws of the country.

219 919—70—52

Article XII

Both the contracting parties promise and engage formally to give their special protection to the persons and property of the citizens and subjects of each other, of all occupations, who may be in their territories, subject to the jurisdiction of the one or the other, transient or dwelling therein, leaving open and free to them the tribunals of justice for their judicial intercourse, on the same terms which are usual and customary, with the natives or citizens and subjects of the country in which they may be; for which they may employ, in defence of their rights, such advocates, solicitors, notaries, agents, and factors, as they may judge proper in all their trials at law.

Article XIII

It is likewise agreed, that the most perfect and entire security of conscience shall be enjoyed by the citizens or subjects of both the contracting parties in the countries subject to the jurisdiction of the one and the other, without their being liable to be disturbed or molested on account of their religious belief, so long as they respect the laws and established usages of the country. Moreover the bodies of the citizens and subjects of one of the contracting parties who may die in the territories of the other, shall be buried in the usual burying grounds, or in other decent or suitable places, and shall be protected from violation or disturbance.

Article XIV

It shall be lawful for the citizens and subjects of the United States of America, and of the Empire of Brazil, to sail with their ships, with all manner of liberty and security, no distinction being made who are the proprietors of the merchandize laden thereon, from any port to the places of those who now are, or who hereafter shall be, at enmity with either of the contracting parties. It shall likewise be lawful for the citizens and subjects aforesaid, to sail with the ships and merchandizes before mentioned, and to trade with the same liberty and security, from the places, ports, and havens, of those who are enemies of either party, without any opposition, or disturbance whatsoever, not only directly from the places of the enemy before mentioned, to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one power, or under several. And it is hereby stipulated, that free ships shall also give freedom to goods, and that every thing shall be deemed to be free, and exempt, which shall be found on board the ships belonging to the citizens or subjects of either of the contracting parties, although the whole lading, or any part thereof, should appertain to the enemies of either, contraband goods being always excepted. It is also agreed in like manner, that the same liberty be extended to persons who are on board a free ship, with this effect, that although they be enemies to both or either party, they are not to be

taken out of that free ship, unless they are officers or soldiers, and in the actual service of the enemies: Provided, however, and it is hereby agreed, that the stipulations in this article contained, declaring that the flag shall cover the property, shall be understood as applying to those Powers only, who recognize this principle; but if either of the two contracting parties shall be at war with a third, and the other neutral, the flag of the neutral shall cover the property of enemies whose governments acknowledge this principle, and not of others.

ARTICLE XV

It is likewise agreed, that in the case where the neutral flag of one of the contracting parties, shall protect the property of the enemies of the other, by virtue of the above stipulation, it shall always be understood, that the neutral property found on board such enemy's vessels, shall be held and considered as enemy's property, and as such shall be liable to detention and confiscation, except such property as was put on board such vessel before the declaration of war, or even afterwards, if it were done without the knowledge of it; but the contracting parties agree that four months having elapsed after the declaration, their citizens shall not plead ignorance thereof. On the contrary, if the flag of the neutral does not protect the enemy's property, in that case the goods and merchandize of the neutral, embarked in such enemy's ships, shall be free.

ARTICLE XVI

This liberty of commerce and navigation shall extend to all kinds of merchandizes, excepting those only which are distinguished by the name of contraband; and under this name of contraband, or prohibited goods, shall be comprehended—

1st. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuzees, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds, and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms;

2dly. Bucklers, helmets, breastplates, coats of mail, infantry belts; and clothes made up in the form, and for a military use;

3dly. Cavalry belts and horses with their furniture;

4thly. And generally all kinds of arms and instruments of iron, steel, brass and copper, or of any other materials manufactured, prepared and formed expressly to make war by sea or land.

ARTICLE XVII

All other merchandize and things not comprehended in the articles of contraband, expressly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by both the contracting

parties, even to places belonging to an enemy, excepting only those places which are at that time besieged or blockaded; and to avoid all doubt in this particular, it is declared, that those places only are besieged or blockaded, which are actually attacked by a force capable of preventing the entry of the neutral.

Article XVIII

The articles of contraband, before enumerated and classified, which may be found in a vessel bound for an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas, on account of having on board articles of contraband, whenever the master, captain or supercargo of said vessels, will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great, and of so large a bulk, that they cannot be received on board the capturing ship without great inconvenience: but in this and all the other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port, for trial and judgment, according to law.

Article XIX

And whereas it frequently happens that vessels sail for a port or a place belonging to an enemy, without knowing that the same is besieged, blockaded, or invested, it is agreed that every vessel so circumstanced, may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated, unless, after warning of such blockade or investment from any officer commanding a vessel of the blockading forces, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel of either that may have entered into such port before the same was actually besieged, blockaded, or invested by the other, be restrained from quitting such place with her cargo, nor if found therein, after the reduction and surrender, shall such vessel or her cargo, be liable to confiscation, but they shall be restored to the owners thereof. And if any vessel having thus entered the port before the blockade took place, shall take on board a cargo after the blockade be established, she shall be subject to being warned by the blockading forces to return to the port blockaded, and discharge the said cargo, and if after receiving the said warning the vessel shall persist in going out with the cargo, she shall be liable to the same consequences as a vessel attempting to enter a blockaded port after being warned off by the blockading forces.

Article XX

In order to prevent all kinds of disorder in the visiting and examination of the ships and cargoes of both the contracting parties on the high seas, they

have agreed mutually, that whenever a vessel of war, public, or private, shall meet with a neutral of the other contracting party, the first shall remain at the greatest distance compatible with making the visit under the circumstances of the sea and wind and the degree of suspicion attending the vessel to be visited, and shall send its smallest boat, in order to execute the said examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of the said private armed vessels shall, before receiving their commissions, give sufficient security to answer for all the damages they may commit; and it is expressly agreed, that the neutral party shall in no case be required to go on board the examining vessel, for the purpose of exhibiting her papers, or for any other purpose whatever.

Article XXI

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the citizens and subjects of the two contracting parties, they have agreed, and do agree, that in case one of them shall be engaged in war, the ships and vessels belonging to the citizens or subjects of the other, must be furnished with sea letters or passports, expressing the name, property and bulk of the ship, as also the name and place of habitation of the master or commander of said vessel, in order that it may thereby appear that the ship really and truly belongs to the citizens or subjects of one of the parties; they have likewise agreed, that such ships being laden, besides the said sea letters or passports, shall also be provided with certificates, containing the several particulars of the cargo, and the place whence the ship sailed, so that it may be known, whether any forbidden or contraband goods be on board the same; which certificates shall be made out by the officers of the place whence the ship sailed, in the accustomed form; without such requisites said vessel may be detained, to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be proved to be owing to accident, and be satisfied or supplied by testimony entirely equivalent.

Article XXII

It is further agreed, that the stipulations above expressed, relative to the visiting and examining of vessels, shall apply only to those which sail without convoy: and when said vessel shall be under convoy, the verbal declaration of the commander of the convoy, on his word of honor, that the vessels under his protection belong to the nation whose flag he carries: and when they are bound to an enemy's port, that they have no contraband goods on board, shall be sufficient.

Article XXIII

It is further agreed, that in all cases the established courts for prize causes, in the countries to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either party, shall pronounce judgment against any vessel, or goods, or property claimed by the citizens or subjects of the other party, the sentence or decree shall mention the reasons or motives, on which the same shall have been founded, and an authenticated copy of the sentence or decree, and of all the proceedings in the case, shall, if demanded, be delivered to the commander or agent of said vessel, without any delay, he paying the legal fees for the same.

Article XXIV

Whenever one of the contracting parties shall be engaged in war with another state, no citizen or subject of the other contracting party, shall accept a commission, or letter of marque, for the purpose of assisting, or cooperating hostilely, with the said enemy, against the said party so at war, under the pain of being treated as a pirate.

Article XXV

If, by any fatality, which cannot be expected, and which God forbid! the two contracting parties should be engaged in a war with each other, they have agreed, and do agree, now for then, that there shall be allowed the term of six months to the merchants residing on the coasts and in the ports of each other, and the term of one year to those who dwell in the interior, to arrange their business, and transport their effects wherever they please, giving to them the safe conduct necessary for it, which may serve as a sufficient protection until they arrive at the designated port. The citizens and subjects of all other occupations, who may be established in the territories or dominions of the United States, and of the Empire of Brazil, shall be respected and maintained in the full enjoyment of their personal liberty and property, unless their particular conduct shall cause them to forfeit this protection, which in consideration of humanity, the contracting parties engage to give them.

Article XXVI

Neither the debts due from the individuals of the one nation, to the individuals of the other, nor shares nor money, which they may have in public funds, nor in public or private banks, shall ever in any event of war or national difference be sequestrated or confiscated.

Article XXVII

Both the contracting parties being desirous of avoiding all inequality in relation to their public communications and official intercourse, have agreed and do agree, to grant to their Envoys, Ministers, and other public Agents,

the same favours, immunities and exemptions, which those of the most favoured nation do, or shall enjoy: it being understood, that whatever favours, immunities, or privileges, the United States of America, or the Empire of Brazil may find it proper to give the Ministers and Public Agents of any other power, shall, by the same act, be extended to those of each of the contracting parties.

Article XXVIII

To make more effectual the protection which the United States and the Empire of Brazil shall afford in future to the navigation and commerce of the citizens and subjects of each other, they agree to receive and admit Consuls and Vice-Consuls in all the ports open to foreign commerce, who shall enjoy in them all the rights, prerogatives, and immunities, of the Consuls, and Vice-Consuls of the most favoured nation: each contracting party, however, remaining at liberty to except those ports and places in which the admission and residence of such Consuls may not seem convenient.

Article XXIX

In order that the Consuls and Vice-Consuls of the two contracting parties, may enjoy the rights, prerogatives, and immunities, which belong to them, by their public character, they shall before entering on the exercise of their functions, exhibit their commissions or patent in due form, to the government to which they are accredited: and having obtained their *exequatur,* they shall be held and considered as such, by all the authorities, magistrates, and inhabitants, in the consular district in which they reside.

Article XXX

It is likewise agreed, that the Consuls, their Secretaries, officers, and persons attached to the service of Consuls, they not being citizens or subjects of the country, in which the Consul resides, shall be exempt from all public service, and also from all kinds of taxes, imposts and contributions, except those which they shall be obligated to pay on account of commerce, or their property, to which the citizens or subjects and inhabitants, native and foreign, of the country in which they reside are subject; being in every thing besides subject to the laws of their respective States. The archives and papers of the Consulate shall be respected inviolably, and under no pretext whatever, shall any magistrate seize or in any way interfere with them.

Article XXXI

The said Consuls shall have power to require the assistance of the authorities of the country, for the arrest, detention and custody of deserters from public and private vessels of their country, and for that purpose they shall address themselves to the courts, judges, and officers competent, and shall demand the said deserters in writing, proving by an exhibition of the

registers of the vessels or ships roll, or other public documents, that those men were part of said crews; and on this demand so proved, (saving however, where the contrary is proved,) the delivery shall not be refused. Such deserters, when arrested, shall be put at the disposal of said Consuls, and may be put in the public prison, at the request and expense of those who reclaim them, to be sent to the ships to which they belonged, or to others of the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall no more be arrested for the same cause.

Article XXXII

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree, as soon hereafter, as circumstances will permit them, to form a Consular Convention, which shall declare specially the powers and immunities of the Consuls and Vice-Consuls of the respective parties.

Article XXXIII

The United States of America, and the Emperor of Brazil desiring to make as durable as circumstances will permit, the relations which are to be established between the two parties by virtue of this treaty, or general convention of peace, amity, commerce and navigation, have declared solemnly and do agree to the following points:

1st. The present treaty shall be in force for twelve years from the date hereof, and further until the end of one year after either of the contracting parties shall have given notice to the other, of its intention to terminate the same: each of the contracting parties reserving to itself the right of giving such notice to the other, at the end of said term of twelve years: and it is hereby agreed between them, that on the expiration of one year after such notice shall have been received by either, from the other party, this treaty in all the parts relating to commerce and navigation, shall altogether cease and determine, and in all those parts which relate to peace and friendship, it shall be permanently and perpetually binding on both powers.

2dly. If any one or more of the citizens or subjects of either party shall infringe any of the articles of this treaty, such citizen or subject shall be held personally responsible for the same, and the harmony and good correspondence between the nations shall not be interrupted thereby; each party engaging in no way to protect offender, or sanction such violation.

3dly. If (which, indeed, cannot be expected) unfortunately, any of the articles contained in the present treaty, shall be violated or infringed in any way whatever, it is expressly stipulated, that neither of the contracting parties will order or authorize any acts of reprisal, nor declare war against the other, on complaints of injuries or damages until the said party considering itself

offended, shall first have presented to the other a statement of such injuries or damages, verified by competent proof, and demanded justice and satisfaction, and the same shall have been either refused, or unreasonably delayed.

4thly. Nothing in this treaty contained shall, however, be construed to operate contrary to former and existing public treaties with other sovereigns or states.

The present treaty of peace, amity, commerce and navigation, shall be approved and ratified by the President of the United States by and with the advice and consent of the Senate thereof, and by the Emperor of Brazil, and the ratifications shall be exchanged within eight months from the date of the signature hereof, or sooner if possible.

In faith whereof we the Plenipotentiaries of the United States of America and of His Majesty the Emperor of Brazil have signed and sealed these presents.

Done in the City of Rio de Janeiro this twelfth day of the month of December in the year of our Lord Jesus Christ one thousand eight hundred and twenty-eight.

W. Tudor [SEAL]
Marquez de Aracaty [SEAL]
Miguel de Souza Mello e Alvim [SEAL]

CLAIMS

Convention signed at Rio de Janeiro January 27, 1849
Ratified by Brazil January 27, 1849
Senate advice and consent to ratification January 14, 1850
Ratified by the President of the United States January 18, 1850
Ratifications exchanged at Washington January 18, 1850
Entered into force January 18, 1850
Proclaimed by the President of the United States January 19, 1850
Expired upon fulfillment of its terms [1]

9 Stat. 971; Treaty Series 35 [2]

In the Name of the Most Holy and Indivisible Trinity

The United States of America, and His Majesty, the Emperor of Brazil, Desiring to remove every cause that might interfere with the good understanding and harmony which now happily exist between them, and which it is so much the interest of both Countries to maintain; and to come for that purpose to a definitive understanding, equally just and honorable to each, as to the mode of settling the long pending questions arising out of claims of citizens of said States, have for the same appointed, and conferred full powers, respectively, to wit:

The President of the United States of America, on David Tod, Envoy Extraordinary and Minister Plenipotentiary from the said States near the Court of Brazil, and His Majesty the Emperor of Brazil, upon the Most Illustrious and Most Excellent Viscount of Olinda, of His Council, and of the Council of State, Senator and Grandee of the Empire, Grand Cross of the Order of Saint Stephen of Hungary, of the Legion of Honor of France, and of Saint Maurice and Saint Lazarus of Sardinia, officer of the Imperial order of the Cross, Commander of the order of Christ, President of the Council of Ministers, Minister and Secretary of State for Foreign Affairs; who after exchanging their full Powers, which were found in good and proper form, agreed to the following articles:

Article I

The two High Contracting Parties, appreciating the difficulty of agreeing upon the subject of said reclamations, from the belief entertained by each,—

[1] Payment made by Brazil Sept. 27 and 28, 1850.
[2] For a detailed study of this convention, see 5 Miller 507.

one of the justice of the claims, and the other, of their injustice,—and being convinced that the only equitable and honorable method by which the two Countries can arrive at a perfect understanding of said questions, is to adjust them by a single act; they mutually agreed, after a mature examination of these claims; and, in order to carry this agreement into execution, it becomes the duty of Brazil to place at the disposition of the President of the United States the amount of five hundred and thirty thousand mil reis, current money of Brazil, as a reasonable and equitable sum, which shall comprehend the whole of the reclamations, whatever may be their nature, and amount, and as full compensation for the indemnifications claimed by the Government of said States; to be paid in a round sum, without reference to any one of said claims, upon the merits of which the two High Contracting Parties refrain from entering; it being left to the Government of the United States to estimate the justice that may pertain to the claimants, for the purpose of distributing among them the aforesaid sum of five hundred and thirty thousand mil reis, as it may deem most proper.

ARTICLE II

In conformity to what is agreed upon in the preceding article, Brazil is exonerated from all responsibility springing out of the aforesaid claims presented by the Government of the United States up to the date of this Convention, which can neither be reproduced, nor reconsidered in future.

ARTICLE III

In order that the Government of the United States may be enabled properly to consider the claims of the citizens of said States,—they remaining, as above declared, subject to its judgment,—the respective documents which throw light upon them shall be delivered by the Imperial Government to that of the United States, so soon as this convention shall receive the ratification of the Government of said States.

ARTICLE IV

The sum agreed upon shall be paid by the Imperial Government to that of the United States, in the current money of Brazil, as soon as the exchange of the ratifications of this Convention is made known in this capital, for which His Majesty, the Emperor of Brazil pledges himself to obtain the necessary funds at the next session of the Legislature.

ARTICLE V

The payment of the sum above named of five hundred and thirty thousand mil reis shall not be made until after the reception of the notice in this capital of the exchange of ratifications; but the said sum shall bear interest, at six per centum per annum from the first day of July next; the Imperial

Government, however, obliges itself to make good that interest only when, in conformity to the preceding article of this Convention, the amount stipulated shall be paid.

ARTICLE VI

The present convention shall be ratified, and the ratifications exchanged, in Washington, within twelve months after it is signed in this capital, or sooner if possible.

In faith of which we, Plenipotentiaries of the United States of America, and of His Majesty, the Emperor of Brazil, sign and seal the same.

Done in the City of Rio de Janeiro this twenty seventh day of January in the year of our Lord one thousand eight hundred and forty nine.

DAVID TOD [SEAL]
VISCONDE DE OLINDA [SEAL]

TRADEMARKS

Agreement signed at Rio de Janeiro September 24, 1878
Senate advice and consent to ratification January 29, 1879
Ratified by the President of the United States February 5, 1879
Proclaimed by the President of the United States June 17, 1879

21 Stat. 659; Treaty Series 36

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL FOR THE PROTECTION OF THE MARKS OF MANUFACTURE AND TRADE

The Government of the United States of America and the Government of His Majesty the Emperor of Brazil, with a view to the reciprocal protection of the marks of manufacture and trade in the two countries, have agreed as follows:

The citizens or subjects of the two High Contracting Parties shall have in the dominions and possessions of the other, the same rights as belong to native citizens or subjects, in everything relating to property in marks of manufacture and trade.

It is understood that any person who desires to obtain the aforesaid protection must fulfill the formalities required by the laws of the respective countries.

In witness whereof the undersigned duly authorised to this end, have signed the present agreement and have affixed thereto the seals of their arms.

Done in duplicate at Rio de Janeiro the twenty-fourth day of the month of September, one thousand eight hundred and seventyeight.

HENRY WASHINGTON HILLIARD [SEAL]
B. DE VILLA BELLA [SEAL]

EXTRADITION

Treaty signed at Rio de Janeiro May 14, 1897, as amended by protocols of May 28, 1898, and May 29, 1901 [1]
Senate advice and consent to ratification, with amendments, February 28, 1899 [1]
Ratified by the President of the United States, with amendments, February 13, 1903 [1]
Ratified by Brazil April 14, 1903
Ratifications exchanged at Rio de Janeiro April 18, 1903
Proclaimed by the President of the United States April 30, 1903
Entered into force May 30, 1903
Terminated July 23, 1913 [2]

33 Stat. 2091; Treaty Series 423

Treaty of Extradition Between the United States of America and the United States of Brazil

The United States of America and the United States of Brazil, desiring to strengthen their friendly relations and to facilitate the administration of jus-

[1] The text printed here incorporates the amendments set forth in the protocols of May 28, 1898, and May 29, 1901. By the 1898 protocol the two Governments agreed to the following modifications:

Article II, No. 13: To add in the English text after "broker" the word "manager", corresponding in the Portuguese text to the term "administrador".

Article III, § 2: To substitute in the English text for the word "definite" the word "final".

Article IV: To change the wording of the first paragraph of the Portuguese text to read as follows: O indi viduo entregue não poderá ser processado nem punido no paiz que tiver obtido a extradição nem entregue a terceiro paiz por crime ou infracção não prevista no presente tratado nem por crime ou infracção anterior á extradição, etc., etc.

To substitute in the second paragraph of the English text the expression "may demand" for "shall be able to demand".

Article IX: Substitute for the wording of the English text the following: "All articles found in the possession of the person accused, whether obtained through the commission of the act with which such person is charged, or whether they may be used etc., etc."

By the 1901 protocol, Brazil accepted the amendments contained in the Senate's resolution of advice and consent and maintained in the President's ratification, which read as follows:

"In Article IV, first paragraph, after 'extradition,' in the phrase 'previous to extradition,' insert *other than the crime or offence for which he was extradited.*

"In the same article and same paragraph, after 'country,' where it occurs in the phrase 'leave the country,' insert *which has obtained the requisition.*

"In the same article and at the end of the same paragraph, after 'trial,' insert *therein.*

"In the same article, second paragraph, after 'extradition,' in the phrase 'previous to extradition' insert *other than the offence or crime for which he was extradited.*"

[2] Pursuant to notice of termination given by Brazil Jan. 23, 1913.

tice by the repression of crimes and offences committed in their respective territories and jurisdictions, have agreed to celebrate a treaty of extradition and have nominated for that purpose the following plenipotentiaries:

The President of the United States of America, Mr. Thomas L. Thompson, Envoy Extraordinary and Minister Plenipotentiary near the Government of the United States of Brazil;

and the President of the United States of Brazil, General Dionisio Evangelista de Castro Cerqueira, Minister of State for Foreign Relations;

who having made known their respective full powers, which have been found in good form, agree upon the following articles:

ARTICLE I

The Government of the United States of America and the Government of the United States of Brazil mutually agree to deliver up the persons who, having been charged or convicted, as the authors of or accomplices in any of the crimes enumerated in the following article, committed in the jurisdiction of one of the contracting parties, seeks an asylum or be found within the territories of the other; provided, this shall only take place after such evidence of criminality as, according to the laws of the place where the person or fugitive so charged shall be found, would justify his or her apprehension and commitment for trial, if the crime had there been committed.

ARTICLE II

Extradition shall be granted for the following crimes and offences:

1. Voluntary homicide, when such act is punishable in the United States of America, comprehending the crimes of poisoning and infanticide; murder; manslaughter.
2. Abortion.
3. Rape and other offences against chastity committed with violence.
4. Bigamy.
5. Abduction, willfully and wrongfully depriving any person of natural liberty.
6. Kidnapping or child stealing.
7. Arson.
8. Piracy, by statute or by the law of nations when the state in which the offender is found has no jurisdiction; revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas, against the authority of the master; to willfully and wrongfully cause shipwreck; to wrongfully and willfully collide with a vessel; to wrongfully and willfuly scuttle a vessel for the purpose of sinking it; to wrongfully and willfully destroy a vessel on the high seas.
9. Wrongful and willful destruction or obstruction of railroads which endangers human life.

10. Counterfeiting, falsifying or altering money of any kind, or of legally authorized bank notes which circulate as money; to utter or to give circulation to any such counterfeited, falsified or altered money; the falsification of instruments of debt created by national, state or municipal governments, or of the coupons thereof; counterfeiting, falsifying or altering seals of the federal or state governments; to knowingly use any such instruments or papers.

11. Forgery, the utterance of forged papers; forgery or falsification of official acts of government, of public authorities, or of courts of justice, of public or private instruments; the use or the utterance of the thing forged or falsified.

12. Perjury, or to bear false witness; to suborn or bribe a witness.

13. Fraud committed by a depositor, banker, agent, broker, manager, treasurer, director, member or employe of any company or corporation.

14. Embezzlement, consisting in the misappropriation or theft of public moneys, committed in the jurisdiction of one of the contracting parties, by a public officer or depositary.

15. Embezzlement, or theft of moneys, committed by persons salaried or employed, to the detriment of those who employ them.

16. Burglary, defined to be the act of entering during the night, by breaking or climbing, the dwelling-house of another, with intent to commit a felony; robbery, defined to be the act of feloniously and forcibly taking from another money or goods of any value, by violence, or putting in fear, and known in the Brazilian Penal Code as *roubo*.

17. Complicity in or attempts at the commission of any of the crimes specified in the preceding sections, provided that such complicity or attempt be punishable by the laws of the country from whence the extradition is demanded.

Article III

Extradition shall not be granted if the offence on which the surrender is demanded be of a political character, or if the fugitive prove that there is an intention to try or punish him for a political crime; nor if the circumstances on which extradition is demanded are connected with political crimes.

The Government from which extradition is demanded will examine the circumstances, to ascertain whether the crime be of a political character, and its decision shall be final.

The following shall not be considered political crimes when they are unconnected with political movements, and are such as constitute murder, or willful and illegal homicide, as provided for in section 1 of the preceding article:

1. An attempt against the life of the President of the United States of America, or against the life of the Governor of any of the States; an attempt

against the life of the President of the United States of Brazil, or against the life of the President or Governor of any of the States thereof;

2. An attempt against the life of the Vice-President of the United States of America, or against the life of the Lieutenant-Governor of any of the States; an attempt against the life of the Vice-President of the United States of Brazil, or against the life of the Vice President or Vice Governor of any of the States thereof.

Article IV

The person surrendered cannot be tried nor punished in the country which has obtained the extradition, nor be surrendered to a third country, for trial or punishment therein, for any crime or offence not mentioned in this treaty, nor for one committed previous to extradition, other than the crime or offence for which he was extradited, unless such person has been in either case at liberty to leave the country which has obtained the extradition for a month subsequent to trial therein.

Furthermore, such person shall not be tried nor punished for an offence or crime mentioned in this treaty committed previous to the extradition, other than the offence or crime for which he was extradited, without the consent of the Government which has surrendered such person, and the said Government may demand an exhibition of any of the documents mentioned in Article X of the present treaty.

In like manner the consent of the said Government shall be solicited if the extradition of the offender is requested by a third Government; although this shall not be necessary when the offender voluntarily requests trial or consents to punishment; or if he fails to leave the territory of the country to which he has been surrendered within the period above fixed.

Article V

The contracting parties shall in no case be obliged to surrender their own citizens in virtue of the stipulations of the present treaty.

Article VI

If the person shall be in course of trial, or shall have been convicted of an offence other than that for which the surrender is demanded, extradition shall only take place after the trial shall have been concluded and the sentence fullfilled.

Article VII

When the person demanded by one of the contracting parties is also demanded by one or more powers on account of crimes and offences committed within their respective jurisdictions, extradition shall be conceded to the one whose request is first received, unless the Government to which the request is made has before agreed by treaty in case of the concurrence of

requests to give preference to the country of the person's origin, to the gravity of the crime, or to the request which is of oldest date; in whichsoever of these cases the usual rule shall be followed.

Article VIII

Extradition shall be refused when the action or sentence for which the offender is demanded shall have been extinguished by prescription, according to the law of the country to which the request is made, or when such person shall have been already tried and sentenced for the same crime.

Article IX

All articles found in the possession of the person accused, whether obtained through the commission of the act with which such person is charged, or whether they may be used as evidence of the crime for which such person is demanded, shall be seized and surrendered with the person. Nevertheless, the rights of third persons to the articles so found shall be respected.

Article X

Requisitions for the surrender of fugitives from justice accused or convicted of any of the crimes or offences hereinbefore mentioned shall be made by the diplomatic agent of the demanding Government. In case of the absence of such agent either from the country or from the seat of Government such requisition shall be made by a superior consular officer.

When the person whose surrender is requested shall have already been convicted of the crime or offence for which his extradition is demanded, the demand therefor shall be accompanied by a copy of the judgment of the court or tribunal which has pronounced it, duly signed by the judge of the court or president of the tribunal: and the signature of the judge of the court or president of the tribunal shall be authenticated by the proper executive officer, whose official character shall in turn be attested by the diplomatic agent or a superior consular officer of the Government on which the demand is made.

When the person whose surrender is asked is merely charged with the commission of any of the crimes mentioned in the present treaty, the application for extradition shall be accompanied by an authenticated copy of the warrant of arrest issued against such person by the officer duly authorized to do so; and likewise by an authenticated copy of the depositions or declarations made before such officer and setting forth the acts with which the fugitive is charged.

The extradition of fugitives under the provisions of the present treaty shall be carried out in conformity with the laws and practice for the time being in force in the state on which the demand is made, without, however, denying recourse to the writ of *habeas-corpus*.

ARTICLE XI

When the arrest and detention of a person are desired on telegraphic or other information in advance of the presentation of the formal proofs provided for in the preceding article of the present treaty, the following practice shall be observed: In the United States of America application shall be made by the diplomatic agent of Brazil, or in his absence by a superior consular officer, to the Secretary of State, for a certificate stating that request has been made by the Government of the United States of Brazil for the provisional arrest of a person convicted or accused of the commission within the jurisdiction thereof, of a crime or offence extraditable under the terms of the present treaty, which, upon presentation to any competent judicial officer and upon complaint duly made that such a crime or offence has been so committed, it shall be lawful for such judicial officer to issue a warrant for the apprehension of such person; And in the United States of Brazil upon request of the Government of the United States of America, duly made through its diplomatic agent, or in his absence by a superior consular officer to the Minister for Foreign Relations; the provisional arrest shall be made of any person convicted or accused of the commission of a crime or offence extraditable under this treaty.

But if the formal requisition for surrender with the formal proofs hereinbefore mentioned, be not made as aforesaid by the diplomatic agent of the demanding government, or in his absence by a superior consular officer, within sixty days from the date of the arrest of the fugitive, the prisoner shall be discharged from custody.

ARTICLE XII

The expenses incurred in the arrest, detention, examination and delivery of fugitives under this treaty shall be borne by the State in whose name the extradition is sought.

ARTICLE XIII

The present treaty shall take effect six weeks after the exchange of ratifications, and shall continue in force six months after one of the contracting parties shall have notified the other of an intention to terminate it.

It shall be ratified and the ratifications exchanged at Rio de Janeiro as soon as possible.

In witness whereof, the respective plenipotentiaries sign the above articles written in the English and Portuguese languages and hereunto affix their seals.

Done and signed in duplicate in the city of Rio de Janeiro, this 14th day of May 1897.

THOMAS L. THOMPSON [SEAL]
DIONISIO E. DE CASTRO CERQUEIRA [SEAL]

ARBITRATION OF CLAIM OF GEORGE C. BENNER, ET AL.

Protocol signed at Rio de Janeiro September 6, 1902 [1]

Treaty Series 413

PROTOCOL OF AN AGREEMENT SUBMITTING TO ARBITRATION THE CLAIM OF GEORGE C. BENNER, ET AL., AGAINST THE REPUBLIC OF THE UNITED STATES OF BRAZIL

The Secretary of State of the United States of America and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of the United States of Brazil having agreed to submit to arbitration the claim of George C. Benner and others against the Republic of the United States of Brazil;

The United States of America and the Republic of the United States of Brazil, through their representatives, Charles Page Bryan, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Brazil, and Doctor Olyntho Maximo de Magalhães, Minister of State for Foreign Relations of the Republic of the United States of Brazil, have agreed upon and signed the following protocol:

Whereas the owners of the vessel, "James A. Simpson", citizens of the United States of America, have claimed through the Government of the United States of America from the Government of the Republic of the United States of Brazil indemnity on account of the damage inflicted upon the said vessel and her long boat by the firing of the soldiers of the Government of the Republic of the United States of Brazil and for the damage caused by the detention of the said vessel at the port of Rio de Janeiro, Brazil, it is agreed between the two Governments:

I

That the question of the liability of the Republic of the United States of Brazil to pay an indemnity in said case, and, if so found by the Arbitrator, the further question of the amount of said indemnity to be awarded and the questions of law and fact brought in issue, shall be referred to Mr. A. Grip, Envoy Extraordinary and Minister Plenipotentiary of Sweden and Norway at Washington, who is hereby appointed as Arbitrator to hear said causes and to determine the question of said liability and the amount of indemnity, if any, found by said Arbitrator to be justly due.

[1] When claimants failed to produce evidence to establish substantial damages claimed in the memorial, the United States withdrew from the arbitration of the case with the understanding that the claim would not be presented to Brazil again.

II

The Government of the United States of America will lay before the Arbitrator the claimant's evidence and all correspondence between the Government of the Republic of the United States of Brazil and the Minister of the United States of America at Petropolis, Brazil, and the dispatches from the said Minister reporting documentary evidence to the Department of State in relation to the said claim.

All questions of procedure shall be left to the determination of the Arbitrator.

III

The Government of the Republic of the United States of Brazil agrees to pay, in American gold, any amount which may be awarded by the Arbitrator, if he finds that it is liable therefor.

IV

The evidence is to be submitted to the Arbitrator on or before the first day of December, 1902, and his decision is to be rendered within three months thereafter.

V

Each Government may furnish the Arbritrator an argument or brief not later than the fifteenth day of January, 1903, a copy of which each party shall furnish to the other at the same time as to the Arbitrator.

VI

The Government of the Republic of the United States of Brazil shall pay the indemnity awarded by the Arbitrator, if any, within twelve months from the date of the award, unless an extension of the time of its payment should be granted by the Government of the United States of America.

VII

All the expenses of said arbitration are to be paid in equal moities by the said Governments.

VIII

Any award given by the Arbitrator shall be final and conclusive.

Done in duplicate in English and Portuguese at Rio de Janeiro this sixth day of September 1902.

CHARLES PAGE BRYAN [SEAL]
OLYNTHO MAXIMO DE MAGALHÃES [SEAL]

NATURALIZATION

Convention signed at Rio de Janeiro April 27, 1908
Senate advice and consent to ratification December 10, 1908
Ratified by the President of the United States December 26, 1908
Ratified by Brazil December 6, 1909
Ratifications exchanged at Rio de Janeiro February 28, 1910
Entered into force February 28, 1910
Proclaimed by the President of the United States April 2, 1910
Terminated December 14, 1951 [1]

36 Stat. 2444; Treaty Series 547

CONVENTION ESTABLISHING THE STATUS OF NATURALIZED CITIZENS WHO AGAIN TAKE UP THEIR RESIDENCE IN THE COUNTRY OF THEIR ORIGIN

The United States of America and the United States of Brazil, led by the wish to regulate the status of their naturalized citizens who again take up their residence in the country of their origin, have resolved to make a Convention on this subject, and to this end have appointed for their Plenipotentiaries, viz:

The President of the United States of America, the Ambassador Extraordinary and Plenipotentiary of the United States of America near the Government of the United States of Brazil, Irving B. Dudley; and

The President of the United States of Brazil, the Minister of State for Foreign Relations, José Maria da Silva Paranhos do Rio-Branco;

Who, thereunto duly authorized, have agreed upon the following articles:

ARTICLE I

Citizens of the United States of America who may or shall have been naturalized in the United States of Brazil upon their own application or by their own consent, will be considered by the United States of America as citizens of the United States of Brazil. Reciprocally, Brazilians who may or shall have been naturalized in the United States of America upon their own application or by their own consent will be considered by the United States of Brazil as citizens of the United States of America.

ARTICLE II

If a citizen of the United States of America, naturalized in the United States of Brazil, renews his residence in the United States of America, with the intention not to return to the United States of Brazil, he shall be held to

[1] Pursuant to notice of termination given by Brazil Dec. 13, 1950.

have renounced his naturalization in the United States of Brazil; and, reciprocally, if a citizen of the United States of Brazil, naturalized in the United States of America, renews his residence in the United States of Brazil, with the intention not to return to the United States of America, he shall be held to have renounced his naturalization in the United States of America.

The intention not to return may be held to exist when the person naturalized in one of the two countries resides more than two years in the other; but this presumption may be destroyed by evidence to the contrary.

ARTICLE III

It is agreed that the word "citizen", as used in this Convention, means any person whose nationality is that of the United States of America or the United States of Brazil.

ARTICLE IV

A naturalized citizen of the one party, on returning to the territory of the other, remains liable to trial and punishment for an action punishable by the laws of his original country, and committed before his emigration, but not for the emigration itself, saving always the limitation established by the laws of his original country, and any other remission of liability to punishment.

ARTICLE V

The status of a naturalized citizen may be acquired only through the means established by the laws of each of the countries and never by one's declaration of intention to become a citizen of one or the other country.

ARTICLE VI

The present Convention shall be submitted for the approval and ratification of the competent authorities of the contracting parties and the ratifications shall be exchanged at the city of Rio de Janeiro within two years from the date of this Convention.

It shall enter into full force and effect immediately after the exchange of ratifications, and in case either of the two parties notify the other of its intention to terminate the same, it shall continue in force for one year counting from the date of said notification.

In witness whereof the Plenipotentiaries above mentioned have signed the present Convention, affixing thereto their seals.

Done in duplicate, each in the two languages, English and Portuguese, at the city of Rio de Janeiro, this twenty-seventh day of April nineteen hundred and eight.

IRVING B. DUDLEY [SEAL]
RIO-BRANCO [SEAL]

ARBITRATION

Convention signed at Washington January 23, 1909
Senate advice and consent to ratification January 27, 1909
Ratified by the President of the United States March 1, 1909
Ratified by Brazil January 2, 1911
Ratifications exchanged at Washington July 26, 1911
Entered into force July 26, 1911
Proclaimed by the President of the United States August 2, 1911

37 Stat. 1535; Treaty Series 562

The President of the United States of America and the President of the United States of Brazil, desiring to conclude an Arbitration Convention in pursuance of the principles set forth in Articles XV to XIX and in Article XXI of the Convention for the Pacific Settlement of International Disputes, signed at The Hague on July 29th, 1899,[1] and in Articles XXXVII to XL and Article XLII of the Convention signed at the same city of The Hague on October 18th, 1907,[2] have named as their Plenipotentiaries, to wit:

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

The President of the United States of Brazil, His Excellency Senhor Joaquim Nabuco, Ambassador Extraordinary and Plenipotentiary to the Government of the United States of America, Member of the Permanent Court of Arbitration of The Hague;

Who, after having communicated to one another their full powers, found in good and due form, have agreed upon the following articles:

ARTICLE I

Differences which may arise of a legal nature or relating to the interpretation of treaties existing between the two High Contracting Parties, and which it may not have been possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague, provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the two High Contracting Parties, and do not concern the

[1] TS 392, *ante*, vol. 1, p. 230.
[2] TS 536, *ante*, vol. 1, p. 577.

interests of third Parties, and it being further understood that in case either of the two High Contracting Parties shall so elect any arbitration pursuant hereto shall be had before the Chief of a friendly State or arbitrators selected without limitation to the lists of the aforesaid Hague Tribunal.

ARTICLE II

In each individual case the two High Contracting Parties, before appealing to the Permanent Court of Arbitration of The Hague or to other arbitrators or arbitrator, shall conclude a special agreement defining clearly the matter in dispute, the scope of the powers of the arbitrator or arbitrators and the periods to be fixed for the formation of the Court, or for the selection of the arbitrator or arbitrators, and for the several stages of the procedure. It is understood that on the part of the United States of America such special agreement will be made by the President of the United States of America by and with the advice and consent of the Senate therof, and by the President of the United States of Brazil with the approval of the two Houses of the Federal Congress thereof.

ARTICLE III

The present Convention will be in force for a period of five years, dating from the day of the exchange of its ratifications, and, if not denounced six months before the end of the aforesaid term, will be renewed for an equal period of five years, and so on, successively.

ARTICLE IV

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; and by the President of the United States of Brazil, with the authorization of the Federal Congress thereof. The ratifications shall be exchanged in the city of Washington as soon as possible, and the Convention shall take effect immediately after the exchange of the ratifications.

In testimony whereof, we, the aforesaid Plenipotentiaries, have signed the present instrument in duplicate, in the English and Portuguese languages, and have affixed thereto our seals.

Done in the city of Washington, this 23rd day of January, in the year one thousand nine hundred and nine.

ELIHU ROOT [SEAL]
JOAQUIM NABUCO [SEAL]

219 919 - 70 — 53

ADVANCEMENT OF PEACE

Treaty signed at Washington July 24, 1914
Senate advice and consent to ratification August 13, 1914
Ratified by the President of the United States November 22, 1915
Ratified by Brazil June 22, 1916
Ratifications exchanged at Washington October 28, 1916
Entered into force October 28, 1916
Proclaimed by the President of the United States October 30, 1916

39 Stat. 1698; Treaty Series 627

The Governments of the United States of America and of Brazil being desirous of giving another manifestation of the old friendship that binds the two countries together, and being united in the purpose of promoting the progress of civilization through peace, have resolved to enter into a special treaty for the amicable settlement of any future difficulties which may arise between the two countries, and for that purpose have appointed as their Plenipotentiaries:

The President of the United States of America, Mr. William Jennings Bryan, Secretary of State; and

The President of the United States of Brazil, Mr. Domicio da Gama, Ambassador Extraordinary and Plenipotentiary;

Who, duly authorized, have agreed upon the following articles:

ARTICLE I

The Two High Contracting Parties agree to submit to a Permanent International Commission, for investigation and report, all disputes that may arise between them concerning questions of an international character which cannot be solved by direct diplomatic negotiation, and which are not embraced by the terms of any treaty of arbitration in force between them; and they agree not to declare war or to begin hostilities pending the investigation and report of said Commission.

ARTICLE II

The Commission mentioned in the preceding Article shall be composed of five members each appointed for five years, as follows: Each Government

shall designate two members, only one of whom shall be of its own nationality. The fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not belong to any of the nationalities already represented in the Commission.

The fifth member shall perform the duties of President.

Either Contracting Party may remove at any time, before investigation begins, any commissioner selected by it, appointing his successor on the same occasion. Likewise, each Government shall also have the right to withdraw its approval of the fifth member; in which case the new fifth member will be appointed within thirty days following the notification of the withdrawal, by common agreement between the two Governments, and failing this agreement, the President of the Swiss Confederation shall be requested to make the appointment.

The expenses of the Commission shall be paid by the two Governments in equal proportions.

The Commission shall be constituted and shall be ready for business within six months after the exchange of ratifications of the present treaty.

At the expiration of each period of five years, the Commissioners may be reappointed or others may be substituted for them.

Any vacancy shall be filled in the same manner as the original appointment.

The Commission shall make its own rules of procedure.

Article III

In the case of failure to agree upon the diplomatic solution of a dispute concerning a question of an international character, the Two High Contracting Parties shall submit it to said Commission for investigation and report. The convocation of the Commission may be made by either Contracting Government. The Commission shall by preference sit in the country in which there are the greater facilities for the study of the question, and the High Contracting Parties shall furnish all the means to that end. The report of the Commission shall be presented within a year counted from the date at which the Commission shall declare that its work is begun, unless a prolongation of the time shall be accorded by both Parties. This report, which is purely advisory and does not bind the Contracting Parties as to the question at issue, shall be prepared in triplicate, each Government being furnished with a copy and the third kept in the files of the Commission.

Article IV

After presentation of the report to both Governments six months' time will be given to renewed negotiations in order to bring about a solution of the question in view of the findings of said report; and if after this new term both Governments should be unable to reach a friendly arrangement, they will proceed to submit the dispute to arbitration under the terms of the

Convention in force between them, if such convention covers the question or questions investigated.

ARTICLE V

The present treaty shall be ratified by the Two High Contracting Parties according to their national Constitutions, and the ratifications shall be exchanged as soon as possible. It shall take effect immediately after the exchange of ratifications and shall continue in force for a period of five years, and it shall thereafter remain in force until twelve months after one of the two High Contracting Parties have given notice to the other of an intention to terminate it.

The strict and honest fulfillment of the foregoing clauses is intrusted to the honor of the signatory nations.

In witness whereof, the respective Plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington, on the 24th day of July, in the year nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN [SEAL]
DOMICIO DA GAMA [SEAL]

NAVAL MISSION

Agreement signed at Washington November 6, 1922
Entered into force November 6, 1922
Extended by agreement of May 21, June 30, and July 6, 1926 [1]
Supplemented by agreement of May 26, 1927 [2]
Expired November 6, 1930

Treaty Series 627–A [3]

Agreement Between the Governments of the United States of America and the United States of Brazil

In conformity with the request made on 29 July of this year by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of June 5, 1920,[4] entitled "An Act to authorize officers of the Naval service to accept offices with compensation and emoluments from Governments of the Republics of South America", has authorized the detail of officers constituting a Naval Mission to Brazil, upon the following agreed conditions:

Article I

Purpose and Duration

1. The purpose of the Mission is to cooperate with the Minister of Marine and with the officers of the Navy in whatever may be necessary to secure a good organization of the Navy ashore and afloat; in improving the methods of work in the shops, in the shore establishments and on board ship; in training and instructing the personnel and in drawing up and executing plans for the improvement of the Navy, for fleet exercises and for naval operations.

2. This Mission shall continue for a period of four years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil, unless sooner terminated or extended as hereinafter provided. The term of contract for the chief petty officers will be two years with privilege of renewals for periods of one year thereafter.

3. If the Government of Brazil desires that the services of the Mission shall be extended in whole or in part beyond the period stipulated, a proposal

[1] 1926 For. Rel. (I) 574.
[2] *Post*, p. 831.
[3] Not previously printed.
[4] 41 Stat. 1056.

to that effect shall be made six months before the expiration of that term of contract.

If it should become necessary in the interest of either Government on account of exigency of any kind that the present contract, or any extension thereof, be terminated before the time specified, the Government so desiring should notify the other three months in advance, *conforming to the conditions hereinafter specified.*

4. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or any extension thereof, the Government of Brazil will not engage the services of any mission or personnel of any other foreign Government for duties and purposes contemplated by this agreement.

ARTICLE II

Composition and Personnel

1. The Mission will be composed of officers of the United States Navy of suitable rank and experience, to be selected by the Navy Department of the United States of America, and acceptable to the Brazilian Government, as follows:

1 Chief of Mission;
1 personal aide to the Chief of the Mission;
1 executive aide to the Chief of the Mission;
1 aide for communications (signals, regulations, etc.);
1 supply officer;
1 head of Department of Naval Strategy and Naval Tactics, War College;
2 officers, assistants to head of Department of Naval Strategy and Naval Tactics, War College;
1 ordnance officer;
1 engineering and electrical officer;
1 construction officer;
1 medical officer;
1 officer for target practice and personnel;
1 destroyer and torpedo officer;
1 submarine and mines officer;
1 aviation officer;

Total 16 officers

The following chief petty officers will complete the personnel which constitutes the Mission:

6 chief yeomen;
3 chief machinists' mates;
1 machinist mate, aviation;
1 chief carpenter's mate, aviation;
1 chief electrician, radio;

1 chief electrician, general;
1 chief turret captain;
1 torpedo gunners' mate;
1 chief pharmacist mate;
1 boilermaker;
1 watertender;
1 steward for chief of mission.

Total 19 chief petty officers.

2. Any additions to the personnel of the mission that may be considered advisable and necessary will be agreed upon as an addendum to this agreement.

3. The United States of America shall have the privilege, if its public interests so require, of recalling at any time any member or members of the Mission and of substituting other officers and men acceptable to the Brazilian Government in place of those recalled; provided that all costs and expenses connected therewith shall be borne by the United States Government. In case of such recall and substitution, provisions of this agreement shall apply to the substitute in each case. In case of the recall of any member of the Mission for cause, other than the completion of his service on the Mission, at the request of the Brazilian Government, all expenses of his return shall be borne by the United States of America.

4. In case any member of the Mission so requests, he may be relieved by the Government of the United States of America from duty with the Mission after a service of two years, and another member of suitable rank or rating, acceptable to the Brazilian Government, will be appointed in his place.

Article III

Duties, Rank and Precedence

1. The members of the Mission will be responsible solely to the Brazilian Minister of Marine, through the Chief of the Mission.

2. The Chief of the Mission will be attached to the General Staff of the Brazilian Navy. It shall be the duty of the Chief of Mission to advise and to cooperate with the Chief of the General Staff of the Brazilian Navy as his technical assistant in all matters relating to organization, equipment, operation, instruction and training in the Brazilian Navy.

3. It shall be the duty of the Chief of Mission to advise in regard to all technical matters relating to contracts for war material for naval purposes, and to this end he shall be kept fully advised on all matters preliminary and pertaining thereto by the Minister of Marine.

4. The several members and subordinates of the Mission shall, under the direction of the Chief of Mission, cooperate in their particular and recognized fields of naval activity with the appropriate officials of the Brazilian Navy in

all matters pertaining to organization, equipment, instruction, training and operations.

5. In case of war between Brazil and any other nation, or in case of civil war, no member of the Mission shall take part in the operations in any respect whatsoever.

6. The Chief of the Mission shall have the honors of Vice Admiral in the Brazilian Navy and is entitled to wear the insignia of that grade.

7. All other members of the Mission will retain the rank which they are entitled to in the United States Navy. Their precedence with Brazilian officers will be in accordance with seniority. All members of the Mission will wear the uniform of the Navy of the United States of America.

8. At official ceremonies the Chief of the Mission and his Staff will take precedence immediately after the Chief of the General Staff of the Brazilian Navy. The other officers of the Mission will take precedence with officers of the Brazilian Navy as hereinbefore provided.

Article IV

Compensation and Perquisites

1. The members of the Mission will receive from the Brazilian Government for their services, compensation equal to that which corresponds to the total pay and allowances of their rank or rating in the Navy of the United States increased by ten percent, except in case of the Executive Aide to the Chief of Mission whose increase shall be twenty percent; this compensation shall be paid monthly in Brazilian currency at rate of exchange on the day of payment on New York, and will begin on the date of departure from New York.

In the case of the Chief of the Mission, however, the compensation shall be twelve thousand dollars annually and three thousand dollars for representation.

It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or that may hereafter be imposed.

2. The expenses of the transportation by land and sea of the entire Mission and their effects from New York to Rio de Janeiro will be assumed and provided for beforehand by a representative of the Brazilian Government; all commissioned officers and their families to be furnished with first-class accommodations and all other members with second-class accommodations. There shall also be provided an additional allowance to cover expenses of locating and housing each member of the Mission as follows:

10 contos for the Chief of the Mission;
7 contos for other officers;
2 contos for other members.

The transportation of household effects and baggage of the personnel for the first installation of the Mission shall be at the expense of the Brazilian

Government and will be exempt from all customs duties or imposts of any kind whatever in Brazil.

3. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon a request made through the Chief of the Mission, free entry for articles of personal and family use; families being construed as parents, wives, children, sisters, and single daughters.

4. The members of the Mission who remain in Brazil for a longer period than two years will be entitled to the payment of the expenses of transportation for the return of themselves and their families. The expenses of transportation above referred to will cover first-class accommodation for the families of officers and second-class accommodation for the families of chief petty officers.

5. After two years' service with the Mission, each member thereof shall be entitled to leave of absence on full pay for four months, inclusive of travel time, with the privilege of leaving Brazil. Leaves of absence of members of the Mission will be so arranged with the Chief of the Mission that the least inconvenience practicable will be caused thereby to the interests of the Brazilian Navy.

6. Any member of the Mission who returns to the United States after a service of two years shall receive full pay and allowances up to the date of his arrival in New York and, in addition thereto, expenses of travel and transportation of effects from Rio de Janeiro to New York.

7. No member who may be detached from duty with the Mission upon his own request, prior to his service therewith of two years, shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government.

8. If any member of the Mission is obliged by illness to discontinue service with the Mission, the Brazilian Government will bear the expenses of his return to the United States of America as above stipulated for members detached after two years' service.

9. Members of the Mission who may become ill, will, if necessary in the judgment of the Chief of the Mission, be cared for by the Brazilian Government in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

10. If a member of the Mission, or one of his family, should die in Brazil, the Brazilian Government will transport the body to such place in the United States of America as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government will provide for the transportation expenses of the family of the deceased to New York, as provided for in paragraph 6 of this article.

11. In case of travel performed by any member of the Mission on official duty, such member shall receive, while engaged therein, full pay and allowance, together with transportation and allowance equivalent to that

granted to the personnel of the Brazilian Navy of corresponding rank and rating in like circumstances.

12. The Chief of the Mission will be provided with an orderly for his personal services. Such other orderlies will be provided as may be determined upon by agreement with the Brazilian Minister of Marine and the Chief of the Mission.

13. The Chief of the Mission will be provided with a suitable boat, fully manned and equipped, for his personal use, and there shall also be provided an additional boat for official use of the other members of the Mission in the performance of their duty.

14. The Mission shall be furnished with three automobiles with a chauffeur for each; one for the personal use of the Chief of the Mission, and two to be assigned at his discretion for the use of the other officers of the Mission for official duties. The expense of upkeep, repair and maintenance of these machines will be an obligation of the Brazilian Government.

15. Suitable offices and equipment will be provided by the Brazilian Government for the members of the Mission.

16. The officers of the Mission will be accorded rights and privileges habitually granted to diplomatic representatives accredited to Brazil and of corresponding rank, except with regard to rights of importation already covered in a preceding clause.

17. Each officer of the Mission will have as assistant or collaborator in all of his functions a Brazilian officer appointed annually by the Minister of Marine.

18. If cancellation of this contract be effected by the request of the United States of America, all expenses of the return of the Mission and the families thereof to the United States shall be borne by that Government. In case the cancellation should be effected on the initiative of the Government of Brazil, that Government will bear the costs of the returning of the Mission and the families thereof to the United States of America, in accordance with the provisions of paragraph 6 of this article, and in addition thereto each member of the Mission shall be paid by the Brazilian Government an indemnity equal in amount to the pay and allowances for one year, as set forth in paragraph 1 of this article.

In witness whereof, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Washington, this 6th day of November, 1922.

Charles E. Hughes [seal]
Secretary of State of the United States of America
A. de Alencar [seal]
Brazilian Ambassador to the United States of America

MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

Exchange of notes at Washington October 18, 1923
Entered into force October 18, 1923
Supplanted January 1, 1936, by agreement of February 2, 1935 [1]

Treaty Series 672

The Secretary of State to the Brazilian Ambassador

Department of State
Washington, *October 18, 1923*

Excellency:

I have the honor to communicate to Your Excellency my understanding of the views developed by the conversations which have recently taken place between the Governments of the United States and Brazil at Washington and Rio de Janeiro with reference to the treatment which shall be accorded by each country to the commerce of the other.

The conversations between the two Governments have disclosed a mutual understanding which is that in respect to customs and other duties and charges affecting importations of the products and manufactures of the United States into Brazil and of Brazil into the United States, each country will accord to the other unconditional most-favored-nation treatment, with the exception, however, of the special treatment which the United States accords or hereafter may accord to Cuba, and of the commerce between the United States and its dependencies and the Panama Canal Zone.

The true meaning and effect of this engagement is that, excepting only the special arrangements mentioned in the preceding paragraph, the natural, agricultural and manufactured products of the United States and Brazil will pay on their importation into the other country the lowest rates of duty collectible at the time of such importation on articles of the same kind when imported from any other country, and it is understood that, with the above mentioned exceptions, every decrease of duty now accorded or which hereafter may be accorded by the United States or Brazil by law, proclamation, decree, or commercial treaty or agreement to the products of any third power

[1] EAS 82, *post*, p. 849.

will become immediately applicable without request and without compensation to the products of Brazil and the United States, respectively, on their importation into the other country.

It is the purpose of the United States and Brazil and it is herein expressly declared that the provisions of this arrangement shall relate only to duties and charges affecting importations of merchandise and that nothing contained herein shall be construed to restrict the right of the United States and Brazil to impose, on such terms as they may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal, or plant life, or regulations for the enforcement of police or revenue laws.

I shall be glad to have your confirmation of the accord thus reached.

Accept, Excellency, the renewed assurances of my highest consideration.

CHARLES E. HUGHES

His Excellency
Mr. AUGUSTO COCHRANE DE ALENCAR
Ambassador of Brazil

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

BRAZILIAN EMBASSY
WASHINGTON, *October 18, 1923*

MR. SECRETARY OF STATE,

I have the honor to acknowledge the receipt of your Excellency's note of today's date, communicating to me your understanding of the views developed by the conversations which have recently taken place between the Governments of Brazil and the United States at Rio de Janeiro and Washington with reference to the treatment which shall be accorded by each country to the commerce of the other.

I am happy to be able to confirm to you, under instructions from my Government, your Excellency's understanding of the said views as set forth in the following terms:

[For terms of understanding, see second, third, and fourth paragraphs of U.S. note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

A. DE ALENCAR

His Excellency
Mr. CHARLES EVANS HUGHES
Secretary of State of the United States of America

NAVAL MISSION

Agreement signed at Washington May 26, 1927, supplementing agreement of November 6, 1922, as extended [1]
Entered into force May 26, 1927
Expired November 6, 1930

Department of State files

SUPPLEMENT TO THE CONTRACT OF THE NAVAL MISSION OF THE UNITED STATES OF AMERICA IN BRAZIL

In accordance with Section 2 of Article 2 of the Agreement between the Government of the United States of America and the United States of Brazil constituting the Naval Mission in Brazil, an additional officer of the rank of Lieutenant or Lieutenant-Commander may be assigned for duty with the United States Naval Mission to Brazil and the number of Chief Petty officers be reduced by one, that officer to possess the same status rights and privileges as the officers detailed in the original contract.

The undersigned, Secretary of State of the United States of America and Ambassador of Brazil to the United States of America, duly authorized by their respective Governments, give hereby full force to this supplement to the original contract.

Made in Washington, in two copies, each containing the text in English and in Portuguese, on the 26th day of May of 1927.

FRANK B. KELLOGG
Secretary of State of the United States of America

S. GURGÉL DO AMARAL
Ambassador of Brazil to the United States of America

[1] TS 627–A, *ante*, p. 823.

DOUBLE TAXATION: SHIPPING PROFITS

Exchange of notes at Rio de Janeiro March 5, May 31, and September 17, 1929, and March 11, August 21, and September 1, 1930
Entered into force September 1, 1930; operative from January 1, 1929

47 Stat. 2620; Executive Agreement Series 16

The American Ambassador to the Minister of Foreign Affairs

No. 1419

AMERICAN EMBASSY
RIO DE JANEIRO, *March 5, 1929*

MR. MINISTER:

The representative of the United States Shipping Board has called my attention to Article 6 of Executive Decree No. 5,623, of December 29, 1928, by which His Excellency the President of the Republic sanctioned a law of Congress which "Reduces the duties on rolling and traction material for railroad and city transportation; alters the tax on paper for wrapping fruits; exempts from duties the importation of gold in bars and coined; regulates the payment by 'exercicio findo' and adopts other measures."

Article 6 of said Law states:

"Foreign navigation companies are hereby exempted from income tax, provided that the country in which their head office is located, grants exemption to Brazilian companies of the same character."

According to the dispositions of Section 213(*b*)(8) of the Revenue Laws of the United States of 1924 and 1926 which were also included in the Revenue Law of the United States of 1928 in Section 212(*b*) and 231(*b*):

"(8) The income of a foreigner non-resident or of a foreign corporation which consists exclusively of profit derived from a ship or ships operating under the laws of a foreign country which grants equal exemption to citizens of the United States and to corporations organized in the United States. . . ."

It would appear that the above mentioned Revenue Laws of the United States contain a provision which would meet the terms of Article 6, of Executive Decree No. 5,623 of December 29, 1928, and that therefore I am

justified in requesting Your Excellency's Government to exempt the United States Shipping Board from payment of the Brazilian income tax.

. . . . . .

Accept, Excellency [etc.] EDWIN MORGAN

His Excellency
DR. OCTAVIO MANGABEIRA
Minister for Foreign Affairs

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
NC/56 RIO DE JANEIRO, *May 31, 1929*

MR. AMBASSADOR:

In continuation of my Note NC/29 of last April, regarding the request of this Embassy for an exemption of income tax for American navigation companies, I have the honor to send Your Excellency herewith a copy of the reply from the Ministry of Finance giving an answer to the said request.

Furthermore, I beg to inform Your Excellency that, upon this date, I have again sent to the said Ministry the provisions of the law mentioned in Note No. 1,419 of March 5th last, which, in your country assures reciprocity to foreign navigation companies of the exemption from the tax referred to.

I renew the occasion to reiterate to Your Excellency the assurance of my highest consideration.

OCTAVIO MANGABEIRA

His Excellency
MR. EDWIN VERNON MORGAN
Ambassador of the United States of America
Rio de Janeiro

ENCLOSURE

The Brazilian Minister of Finance to the Brazilian Minister of Foreign Affairs

MINISTRY OF FINANCE
No. 33 *May 29, 1929*

Subject: Exemption from income tax on foreign navigation companies.

MR. MINISTER:

. . . Your Excellency transmitted me requests from the Embassies of . . . , North America, . . . , and from the Legations of . . . for exemption from

income tax, in accordance with Art. 6 of decree No. 5,623, of December 29, 1928, for the navigation companies of those countries engaged in traffic with Brazil.

In reply I have the honor to state to Your Excellency that in view of the provisions of the above cited law in order that navigation companies domiciled in foreign countries may be exempted from the taxation referred to it will be sufficient that Your Excellency's Ministry shall state to the Ministry of Finance that such a law exists in the interested State granting similar favors to Brazilian navigation companies . . .

I have to inform Your Excellency that the Income Tax Office has suspended the collection of said tax from the navigation companies domiciled in foreign countries pending information of the non-existence of the conditions mentioned in our law in relation to any country.

I beg to renew to Your Excellency the assurance of my high consideration.

F. C. de Oliveira Botelho

His Excellency
Dr. Octavio Mangabeira
Minister for Foreign Affairs

The American Chargé d'Affaires to the Minister of Foreign Affairs

American Embassy
No. 1467 Rio de Janeiro, *Sept. 17, 1929*

Mr. Minister:

Referring to Your Excellency's note No. NC/56 under date of May 31 of the current year, regarding exemption from income tax for foreign navigation companies, I have the honor to inform Your Excellency that I have just received the following request for information from the Department of State at Washington regarding the following points:

a) Whether the exemption provided in Decree No. 5623 applies to corporations organized in the United States which maintain a principal office or place of business, agency or branch office in Brazil;

b) Whether under the Brazilian income tax law citizens of the United States are taxable or exempt with respect to the income derived by them from the operation of a ship or ships documented under the laws of the United States;

c) Whether, if exempt, such exemption applies if the citizens of the United States maintain a principal office or place of business, agency or branch office in Brazil, and

d) Whether it can be said that since December 29, 1928, the Brazilian Government has collected any income, war-profits or excess profits taxes from the income of a citizen of the United States or a corporation organized in the

United States which consists exclusively of earnings derived from the operation of a ship or ships documented under the laws of the United States.

I shall be grateful to Your Excellency for the above information.

Accept, Excellency [etc.]

RUDOLPH SCHOENFELD
Chargé d'Affaires, ad interim

His Excellency
DR. OCTAVIO MANGABEIRA
Minister for Foreign Affairs

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
NC/15 RIO DE JANEIRO, *March 11, 1930*

MR. AMBASSADOR:

In continuation of the subject of my note No. NC/99, of September 28 last, and in accordance with information received from the Ministry of Finance, I have the honor to hand Your Excellency the following explanations:

The exemption mentioned in Article 6 of Law No. 5,623, of December 29, 1928, shall be applied to all companies or associations established in North America, which conduct the industry of navigation and have agencies or branch offices in Brazil or exercise activities here, under conditions of reciprocity for Brazilian navigation companies.

Under the express terms of the law, this privilege is restricted to these companies and therefore does not include the income of North American citizens, derived from the operation of one or more ships, registered under the laws of their country.

Finally, I can inform Your Excellency that from December 29, 1928 onward, no taxes were collected on income derived by navigation companies operated by North American citizens or companies established in that country.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

OCTAVIO MANGABEIRA

His Excellency
MR. EDWIN VERNON MORGAN
Ambassador of the United States of America

The American Ambassador to the Minister of Foreign Affairs

AMERICAN EMBASSY
No. 1526 RIO DE JANEIRO, *August 21, 1930*

MR. MINISTER:

I take pleasure in informing Your Excellency that after a lengthy correspondence between this Embassy, the Department of State and the United States Treasury Department, regarding a reciprocal exemption from taxes by the Government of the United States on income derived from the operation of ships registered under Brazilian laws and in accordance with the provisions for reciprocal exemption contained in the United States Revenue Act of 1928, the income of Brazilian citizens arising exclusively from profit derived from the operation of ships registered under Brazilian laws will be exempt from taxation by the Government of the United States. This exemption became effective on January 1, 1929.

Accept, Excellency [etc.]

EDWIN V. MORGAN

His Excellency
DR. OCTAVIO MANGABEIRA
Minister for Foreign Affairs

The Director of Commercial and Consular Affairs in the Ministry of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
NC/72 RIO DE JANEIRO, *September 1, 1930*

MR. AMBASSADOR:

Acknowledging the receipt of your Note No. 1526, of August 21 of the present year, I have the honor to thank Your Excellency for your courtesy in communicating to this Department the decision of the United States of America, regarding the exemption from income tax of Brazilian citizens who derive profit exclusively from the operation of ships registered in Brazil with which decision this Ministry has just acquainted the Ministry of Finance.

Accept, Excellency [etc.]

JM. EULALIO

His Excellency
MR. EDWIN VERNON MORGAN
Ambassador of the United States of America

NAVAL MISSION

Agreement signed at Washington June 25, 1932
Entered into force June 25, 1932
Superseded by agreement of May 27, 1936 [1]

Department of State files

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on March 10 of this year by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of June 5, 1920,[2] entitled "An Act to authorize officers of the Naval Service to accept offices with compensation and emoluments from Governments of the Republics of South America", has authorized the detail of officers constituting a Naval Mission to Brazil, upon the following agreed conditions:

ARTICLE I

Purpose and Duration

1. The purpose of the Mission is to cooperate with the Minister of Marine and with the officers of the Brazilian Navy in the development and operation of the Naval War College, by supervising the course and assisting in the work of instruction.

2. This Mission shall continue for a period of four years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil, unless sooner terminated or extended as hereinafter provided.

3. If the Government of Brazil should desire that the services of the Mission shall be extended in whole or in part beyond the period stipulated, a proposal to that effect shall be made six months before the expiration of the term of this agreement.

4. If it should become necessary in the interest of either Government on account of exigency of any kind that the present contract, or any extension

[1] EAS 94, *post*, p. 862.
[2] 41 Stat. 1056.

thereof, be terminated before the time specified, the Government so desiring should notify the other three months in advance.

5. It is herein stipulated and agreed that while the Mission shall be operating under this agreement, or any extension thereof, the Government of Brazil will not engage the services of any mission or personnel of any other foreign Government for duties and purposes contemplated by this agreement.

Article II

Composition and Personnel

1. The Mission will be composed of two commissioned officers of the United States Navy of rank not greater than Captain and not less than Commander, and one Chief Petty Officer for clerical duty, all to be selected by the Navy Department of the United States of America and acceptable to the Brazilian Government.

2. Any addition to the personnel of the Mission that may be considered advisable and necessary will be agreed upon as an addendum to this agreement.

Article III

Duties, Rank and Precedence

1. The members of the Mission will be solely responsible to the Brazilian Minister of Marine through the Senior Member of the Mission.

2. It shall be the duty of the several members of the Mission, under the direction of the Senior Member, to advise and cooperate with the President of the Brazilian War College, in all matters pertaining to the War College, in formulating courses of instruction and in assisting in such instruction.

3. In case of war between Brazil and any other nation the Mission shall terminate. In case of civil war no members of the Mission shall take part in the operations in any respect whatsoever.

4. Members of the Mission will retain the rank which they hold in the United States Navy. Their precedence with Brazilian officers will be in accordance with seniority. All members of the Mission will wear no uniform other than that of the Navy of the United States of America.

Article IV

Compensation and Perquisites

1. The members of the Mission will receive from the Brazilian Government for their services, the following annual compensation:

Rank or Rating	*Annual Pay*
Captain	7.7 gold contos of reis
Commander	6.6 gold contos of reis
Chief Petty Officer	2.25 gold contos of reis

(One gold conto equal $546.00, U.S. currency)

This compensation shall be paid monthly in Brazilian currency at the rate of exchange in New York on the day of payment.

2. The pay of a member of the Mission will commence on the date of his departure from New York, and will continue, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding by the usual traveled route. Any member of the Mission who returns to the United States of America after a service of less than two years, except in the case of illness, or who is returned upon request of the Brazilian Government in accordance with paragraph 1, Article V, shall receive full pay only up to the date of his departure from Rio de Janeiro.

3. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or that may hereafter be imposed.

4. The expenses of the transportation by land and sea of all members of the Mission, their families, household effects and baggage, from New York to Rio de Janeiro will be paid by the Brazilian Government, and will be provided for in advance by a representative of that Government; all commissioned officers and their familes to be furnished with first-class accommodation, and chief petty officers and their families with second-class accommodations. There shall also be provided an additional initial allowance to cover expenses of locating and housing each member of the Mission as follows:

7 contos (paper) for commissioned officers
2 contos (paper) for chief petty officers

The household effects and baggage of the personnel of the Mission and of their families will be exempt from all customs duties or imposts of any kind whatever in Brazil.

5. The members of the Mission who remain in Brazil for two years or for a longer period will be entitled to the payment of the expenses of transportation for the return of themselves and their families from Rio de Janeiro to New York. The expenses of transportation above referred to will cover first-class accommodations for the families of officers and second-class accommodations for the families of chief petty officers.

6. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon a request through the Senior Member of the Mission, free entry for articles of personal and family use; families being construed as parents, wives, children, unmarried daughters and unmarried sisters; provided they are at the time living in Brazil as a part of the household of the member of the Mission concerned.

7. After two years' service with the Mission, each member thereof shall be entitled to leave of absence on full Brazilian pay for three months, inclusive of travel time, with the privilege of leaving Brazil. Leaves of absence of members of the Mission will be so arranged by the Senior Member of the Mission that the least inconvenience practicable will be caused thereby to the interests of the Brazilian Navy.

8. Members of the Mission who may become ill will, if necessary in the judgment of the Senior Member of the Mission, be cared for by the Brazilian Government in such hospital as the Senior Member of the Mission may, after consultation with the Brazilian authorities, consider suitable.

9. In case of travel or sea duty performed by any member of the Mission on official duty, such member shall receive, while engaged therein, full pay and allowances, together with transportation and allowances equivalent to that granted to the personnel of the Brazilian Navy of corresponding rank and rating in like circumstances.

10. The officers of the Mission will be accorded rights and privileges habitually granted to diplomatic representatives accredited to Brazil and of corresponding rank, except with regard to rights of importation which are already covered in a preceding clause.

11. When occasion requires in the performance of official duty by members of the Mission there shall be furnished for the occasion an automobile with chauffeur or a suitable boat fully manned and equipped.

12. Suitable offices and equipment will be provided by the Brazilian Government for the members of the Mission.

13. Each officer of the Mission will have, as an assistant or collaborator in all of his functions, a Brazilian officer appointed by the Minister of Marine.

14. If cancellation of this contract be effected by the request of the United States of America, all expenses of the return of the Mission and the families thereof, and their effects, to the United States of America shall be borne by that Government. In case the cancellation should be effected on the initiative of the Government of Brazil, that Government will bear the costs of the return of the Mission and the families thereof and their effects to the United States of America, in accordance with the provisions of paragraphs 2 and 5 of this Article; and in addition thereto each member of the Mission shall be paid by the Brazilian Government an amount equal to three months pay.

Article V

Recall and Substitution of Members of Mission

1. The United States of America shall have the privilege, if its public interests so require, of recalling at any time any member or members of the Mission and of substituting other officers and men acceptable to the Brazilian Government in place of those recalled; provided that all costs and expenses connected therewith shall be borne by the Government of the United States of America. In case of the recall of any member of the Mission for cause, other than the completion of his services on the Mission, at the request of the Brazilian Government, all expenses of his return shall be borne by the United States of America.

2. In case any member of the Mission so requests, he may be relieved by the Government of the United States of America from duty with the

Mission after a service of two years, and another member of suitable rank or rating, acceptable to the Brazilian Government, will be appointed in his place.

3. No member who may be detached from duty with the Mission upon his own request, prior to his service therewith of two years, shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government.

4. If any member of the Mission is obliged by illness to discontinue service with the Mission, the Brazilian Government will bear the expenses of his return to the United States of America as above stipulated for members detached after two years' service.

5. If a member of the Mission, or one of his family, should die in Brazil, the Brazilian Government will transport the body to such place in the United States of America as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government will provide for the transportation expenses of the family and effects of the deceased to New York.

6. In any case of the replacement of a member of the Mission, all provisions of this agreement, except as specifically mentioned elsewhere, shall apply with full force to the substitute member, including specifically those covered by paragraphs 2 and 4 of Article IV.

In witness whereof, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Washington, this twenty-fifth day of June, 1932.

Henry L. Stimson [seal]
Secretary of State of the United States of America

R. de Lima e Silva [seal]
Brazilian Ambassador to the United States of America

MILITARY MISSION

Agreement signed at Washington May 10, 1934
Entered into force May 10, 1934
Amended by agreements of July 21 and 23, 1934,[1] *and June 20 and October 29, 1935* [2]
Extended by agreement of November 9 and December 16 and 19, 1935 [3]
Superseded by agreement of November 12, 1936 [4]

49 Stat. 3543; Executive Agreement Series 64

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on December 11, 1933, by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,[5] entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", has authorized the detail of officers constituting a Military Mission to Brazil, upon the following agreed conditions:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of the Mission is to cooperate with the General Staff, Office of the Chief of Coast Defense and the officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction.

ARTICLE 2. This Mission shall continue for two years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and of the United States of Brazil.

---

[1] EAS 65, *post*, p. 847.
[2] EAS 84, *post*, p. 860.
[3] EAS 85; not printed here.
[4] EAS 98, *post*, p. 868.
[5] 44 Stat. 565.

ARTICLE 3. If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the expiration of this agreement.

ARTICLE 4. If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

ARTICLE 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of Brazil will not engage the services of any Mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement.

TITLE II

Composition and Personnel

ARTICLE 6. The Mission will be composed of two officers of the Coast Artillery Arm of the Army of the United States of America, a Lieutenant Colonel and a Major or a Captain, who have specialized in coast artillery, one in the technique of firing and the other in tactical organization, preferably officers who have had active service or officers experienced in teaching, so that they may serve as instructors at the Army Center of Coast Artillery Instruction at Rio de Janeiro.

ARTICLE 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this agreement.

TITLE III

Duties, Rank and Precedence

ARTICLE 8. The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the senior member of the Mission, and shall act as technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in the matters pertaining to the specialty.

ARTICLE 9. It shall be the duty of the members of the Mission, under the direction of the senior member, to advise the Director of the Center of Coast Artillery Instruction and to cooperate with him in all matters pertaining to the same, prescribing the courses and assisting in the instruction.

ARTICLE 10. In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war no member of the Mission shall take part in the operations in any respect.

ARTICLE 11. The members of the Mission shall retain the rank which they held in the Army of the United States. Their precedence with respect to

the Brazilian officers shall be in accordance with seniority. The members of the Mission will wear only uniforms of the Army of the United States of America.

Title IV

Compensation and Perquisites

Article 12. The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments:

Lieutenant Colonel	66:000$000 (Sixty-six contos)
Major	60:000$000 (Sixty contos)
Captain	54:000$000 (Fifty-four contos)

Article 13. The compensation of each member of the Mission will begin on the date of his leaving New York, traveling by sea, and will continue, upon completion of his service in the Mission, up to the date of his arrival in New York proceeding by usual sea route. Any member of the Mission who may return to the United States after serving less than two years, except in case of ill health, or termination of the Mission, or who returns on request of the Brazilian Government in accordance with Article 26, will only receive full pay up to the date of his leaving Rio de Janeiro.

Article 14. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or which may hereafter be imposed.

Article 15. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including automobiles, from New York to Rio de Janeiro, shall be paid by the Brazilian Government, being advanced prior to departure by the representative of that Government, the officers and their families being furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. There shall also be provided the following additional allowance to cover expenses of locating and housing each member of the Mission:

Lieutenant Colonel	5:500$000
Major	4:000$000
Captain	4:500$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from customs duties and imposts of any kind in Brazil.

Article 16. The members of the Mission who remain in Brazil two or more years, or until termination of the Mission, shall have the right to the payment of return transportation expenses of themselves and their families, and all effects, from Rio de Janeiro to New York. These expenses shall cover first-class accommodation for the officers and the families of the officers.

ARTICLE 17. During the stay of the Mission in Brazil, the Government of Brazil shall grant, on request of the senior officer, free entry for articles of personal and family use; families being construed as wives, and dependent children.

ARTICLE 18. In case of the renewal of this contract, each member of the Mission with two complete years of service at the Coast Artillery Instruction Center shall have the right to a leave of absence on full pay in Brazilian money for three months, exclusive of travel time, with the right of leaving Brazil. The senior member of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

ARTICLE 19. Members of the Mission who may become ill, shall, if necessary in the judgment of the senior member of the Mission, be cared for by the Brazilian Government, in such hospital as the senior member of the Mission may, after consultation with the Brazilian authorities, consider suitable.

ARTICLE 20. In case of travel performed on official business to the fortifications outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, per diem allowances and transportation which shall be the same as those allowed to the officers of the Brazilian Army of the same rank and in like circumstances.

ARTICLE 21. The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation already covered in a preceding clause.

ARTICLE 22. When it is necessary for the official service, there shall be placed at the disposal of the members of the Mission an automobile with chauffeur, or a properly manned and equipped vessel.

ARTICLE 23. Suitable offices and equipment shall be provided for the members of the Mission.

ARTICLE 24. Every member of the Mission shall have as an assistant instructor a Brazilian officer of the artillery arm.

ARTICLE 25. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to the United States of America shall be borne by that Government. In case, however, the cancellation should be effected on the initiative of the Brazilian Government, or as the result of war between Brazil and a foreign power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provisions of Articles 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months' compensa-

tion—from the date of his arrival in New York proceeding by usually traveled sea route.

Title V

Recall and Replacement of Members of the Mission

Article 26. The United States of America may, if the public interest so requires, recall, at any time, either a part or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

Article 27. Any member of the Mission may be relieved on request by the Government of the United States of America after two years of service, being replaced by members, of the same rank and grade, acceptable to the Brazilian Government.

Article 28. No member of the Mission relieved on his own request before he gives two years service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

Article 29. If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

Article 30. If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have his body transported to such place in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all their effects to New York.

Article 31. In case of substitution for a member of the Mission, all the clauses of this agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

Article 32. In faith whereof, the undersigned, being duly authorized, sign the present contract in two texts, each one in the English and Portuguese languages, at Washington, the tenth day of May, one thousand nine hundred and thirty-four.

Cordell Hull [seal]
Secretary of State of the United States of America

R. de Lima e Silva [seal]
Ambassador Extraordinary and Plenipotentiary of the United States of Brazil

MILITARY MISSION

Exchange of notes at Washington July 21 and 23, 1934, amending agreement of May 10, 1934
Entered into force July 23, 1934
Extended by agreement of November 9 and December 16 and 19, 1935 [1]
Superseded by agreement of November 12, 1936 [2]

49 Stat. 3552; Executive Agreement Series 65

The Secretary of State to the Brazilian Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON, *July 21, 1934*

SIR:

Referring to previous correspondence concerning the proposed amendment of the Military Mission Agreement between the Governments of the United States of America and the United States of Brazil, signed at Washington on May 10, 1934,[3] so as to permit of the designation of an officer of the Army of the United States of America to serve as a professor of Permanent Fortification Construction in the Course of Technical Construction of the Brazilian Army, the undersigned Secretary of State of the United States of America, duly authorized by his Government, begs to state that it will be entirely satisfactory to the Government of the United States of America to enter into such a supplementary agreement by an exchange of notes on the understanding that the said officer shall possess the same rights and privileges as the officers detailed in the original Contract of May 10, 1934; that the Agreement shall be considered as and be deemed to be an addendum to the said contract, in accordance with Article 7 thereof, and that it shall be regarded as having the same force and effect as if originally embodied in that contract.

The Government of the United States of America will be pleased to consider the above-stated understanding to be effective on the day of the receipt

[1] EAS 85; not printed here.
[2] EAS 98, *post*, p. 868.
[3] EAS 64, *ante*, p. 842.

of a note from you stating the acceptance of the understanding by the Government of the United States of Brazil.

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

The Honorable
CYRO DE FREITAS-VALLE
Minister Plenipotentiary
Chargé d'Affaires ad interim of Brazil

The Brazilian Chargé d'Affaires ad interim to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, *July 23, 1934*

No. 75

MR. SECRETARY OF STATE:

With reference to a proposed supplement to the contract between the United States of Brazil and the United States of America as to a military mission, signed at Washington on May 10, 1934, for the purpose of permitting the appointment of an officer of the Army of the United States of America to serve as teacher of construction of permanent fortifications in the course of technical construction of the Brazilian Army, the undersigned, Chargé d'Affaires of Brazil, has the honor to acknowledge receipt of the note of the 21st instant, whereby the Secretary of State, being duly authorized by his Government, is good enough to inform him that the Government of the United States of America is ready to conclude by exchange of notes a supplementary agreement in this respect, in the understanding that the said officer will have rights and privileges equal to those granted to the officers mentioned in the original contract of May 10, 1934, such addition being considered as made in accordance with article 7 of the said contract and as valid as if it were included therein.

2. Being duly authorized by his Government, the Chargé d'Affaires of Brazil, has the honor to state that the Government of the United States of Brazil accepts the said conditions and, in accordance with the terms of the note to which this is a reply, agrees in considering the said supplement to the contract of May 10, 1934, with the Government of the United States of America, as in force from the date of this note.

The undersigned avails himself of this opportunity to renew to Your Excellency the assurances of his very high consideration.

C. DE FREITAS-VALLE

His Excellency
CORDELL HULL
Secretary of State
of the United States of America

RECIPROCAL TRADE

Agreement and exchange of notes signed at Washington February 2, 1935 [1]
Approved and confirmed by the President of the United States March 6, 1935
Ratified by Brazil November 30, 1935
Approval and ratification exchanged at Rio de Janeiro December 2, 1935
Proclaimed by the President of the United States December 2, 1935
Entered into force January 1, 1936
Rendered inoperative (except for provisions of article XIV relating to termination upon six months' notice) by agreement of June 30, 1948, [2] *for such time as both countries are parties to the General Agreement on Tariffs and Trade* [3]
Terminated June 19, 1958 [4]

49 Stat. 3808; Executive Agreement Series 82

AGREEMENT

The President of the United States of America and the President of the Republic of the United States of Brazil, desiring to strengthen the traditional bonds of friendship between the two countries; to give effect to the principles embodied in the Resolution on economic, commercial and tariff policies approved on December 16, 1933, by the Seventh International Conference of American States; and to supplement the principle of equality embodied in the Exchange of Notes signed October 18, 1923,[5] by granting mutual and reciprocal advantages for the promotion of trade between the two countries, as well as for the expansion of international trade, have resolved to conclude a Trade Agreement, and for that purpose have appointed their plenipotentiaries, as follows:

The President of the United States of America: Mr. Cordell Hull, Secretary of State of the United States of America, and

[1] For schedules annexed to agreement and related exchange of notes of Apr. 17, 1935, see 49 Stat. 3822 and 3834 or pp. 16 and 30 of EAS 82.
[2] TIAS 1811, *post*, p. 1048.
[3] TIAS 1700, *ante*, vol. 4, p. 641.
[4] Pursuant to notice of termination given by Brazil Dec. 18, 1957.
[5] TS 672, *ante*, p. 829.

The President of the Republic of the United States of Brazil: Senhor Oswaldo Aranha, Ambassador Extraordinary and Plenipotentiary of the Republic of the United States of Brazil to the Government of the United States of America;

Who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following articles:

ARTICLE I

The United States of America and the United States of Brazil will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges and in the method of levying duties, and, further, in all matters concerning the rules, formalities, and charges imposed in connection with the clearing of goods through the customs.

Accordingly, natural or manufactured products having their origin in the United States of America or the United States of Brazil shall in no case be subject in the other country, in regard to the matters referred to above, to any duties, taxes, or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like products of any third country are or may hereafter be subject.

Similarly, natural or manufactured products exported from the territory of the United States of America or the United States of Brazil and consigned to the territory of the other country shall in no case by subject with respect to exportation and in regard to the above-mentioned matters, to any duties, taxes, or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like products when consigned to the territory of any third country are or may hereafter be subject.

Any advantage, favor, privilege, or immunity which has been or may hereafter be granted by the United States of America or the United States of Brazil in regard to the above-mentioned matters, to a natural or manufactured product originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like product originating in or consigned to the territory of the United States of Brazil or the United States of America, respectively.

ARTICLE II

1. No prohibitions, import or customs quotas, import licenses or any other form of quantitative restriction or control shall be imposed by the United States of Brazil on the importation or sale of any article the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed to this Agreement [6] and made a part thereof,

[6] See footnote 1, p. 849.

nor by the United States of America on the importation or sale of any article the growth, produce or manufacture of the United States of Brazil enumerated and described in Schedule II annexed to this Agreement and made a part thereof: Provided, That the foregoing provision shall not apply to prohibitions or restrictions (a) related to public security; (b) imposed on moral or humanitarian grounds; (c) designed to protect human, animal, or plant life, subject to the provisions of Article X; (d) related to prison-made goods; (e) related to the enforcement of police or revenue laws; or (f) permitted by paragraph 2 of this Article.

2. The provisions of the first paragraph of this Article shall not apply to any quantitative restriction imposed by the United States of America or the United States of Brazil on the importation or sale of any article the growth, produce or manufacture of the other country in conjunction with governmental measures operating to regulate or control the production, market supply, or prices of like domestic articles: Provided, That before any quantitative restriction on importation under the foregoing provisions of this paragraph is established, or having been established, is materially changed, the Government of the country which proposes to establish or materially change such restriction shall give notice thereof in writing to the other Government and shall accord the latter Government thirty days from the receipt of such notice to examine such proposed restriction or change; and Provided further, That in the event such other Government objects to such proposed restriction or change, and if an agreement is not reached by the end of the thirtieth day following receipt of the notice of the intention to establish or change such restriction, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after the imposition of such restriction or change to terminate this Agreement on thirty days' notice.

3. The present Agreement being based on the principle of unconditional most-favored-nation treatment, the United States of America and the United States of Brazil agree that, if either Government should establish or maintain any form of quantitative restriction or control of the importation of any article or of the sale of any imported article the growth, produce or manufacture of the other country, it will give the widest possible application to the most-favored-nation principle and will administer any such prohibition or restriction in such a way as not to discriminate against the commerce of the other country. To this end it is agreed:

(a) That neither the United States of America nor the United States of Brazil shall establish or maintain any prohibition or quantitative restriction on the importation or sale of any article the growth, produce or manufacture of the other country which is not applied to the importation or sale of any like article the growth, produce or manufacture of any third country;

(b) That, in the event of a quantitative restriction being established by the United States of America or the United States of Brazil, on the importation or sale of any article with respect to which the other country has an interest, the total permitted importation of such article, unless otherwise mutually agreed, shall be allotted among exporting countries, and in such allotment the United States of America or the United States of Brazil, as the case may be, will grant to the other country a share of the permitted importation equivalent to the proportion of the total importation of such article which the other country supplied during a previous representative period;

(c) That, in the event that the United States of America or the United States of Brazil shall impose a lower import duty or charge on the importation or sale of a specified amount of any article with respect to which the other country has an interest than that applied to importations in excess of such amount, the total importation permitted at such lower duty or charge, unless oherwise mutually agreed, shall be allotted among exporting countries, and in such allotment the United States of America or the United States of Brazil, as the case may be, will grant to the other country a share equivalent to the proportion of the total importation of the article in question which the latter country supplied during a previous representative period.

4. Neither the United States of America nor the United States of Brazil shall regulate by import licenses or permits issued to individuals or organizations, the quantity of importations into its territory or sales therein of any article the growth, produce or manufacture of the other country, unless the quantity of permitted imports of such article, during a quota period of not less than three months, shall have been previously established, and unless the regulations covering the issuance of such licenses or permits shall be made public before they are put into force.

5. In the event of a quantitative restriction being established by the United States of America or the United States of Brazil for the importation into or sale in its territory of any article the growth, produce or manufacture of the other country, or in the event that either country shall impose a lower duty or charge on a specified amount of any such article than that applied to importations in excess of such amount, it is agreed that the United States of America or the United States of Brazil, as the case may be,

(a) shall give public notice of the total amount of such article permitted to be imported or sold, or the amount of such article to which such lower duty or charge is applied;

(b) shall give public notice of the allotments to exporting countries, in the event that the total quantity of such article permitted to be imported or sold, or permitted entry or sale at such lower duty or charge, is allotted among exporting countries, and shall at all times upon request advise the Government of the other country of the amount of any such article the growth, produce or manufacture of each exporting country which has been

imported or sold or for which licenses or permits for importation or sale have been granted;

(c) shall at all times give sympathetic consideration to any representations which the Government of the other country shall make to the effect that such restriction or imposition of duty or charge, or the administration thereof, is prejudicial to its trade.

ARTICLE III

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I annexed to this Agreement and made a part thereof, shall, on their importation into the United States of Brazil, if now free of duty, continue to be exempt from ordinary customs duties or, if now dutiable, shall be exempt from ordinary customs duties in excess of those set forth in the said Schedule. All of the said articles enumerated and described in Schedule I shall be exempt also from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the United States of Brazil in effect on the day of the signature of this Agreement.

ARTICLE IV

Articles the growth, produce or manufacture of the United States of Brazil, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, if now free of duty, continue to be exempt from ordinary customs duties or, if now dutiable, shall be exempt from ordinary customs duties in excess of those set forth in the said Schedule. All of the said articles enumerated and described in Schedule II shall be exempt also from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the United States of America in effect on the day of the signature of this Agreement.

ARTICLE V

In the event that either the United States of America or the United States of Brazil establishes or maintains an official monopoly or centralized agency for the importation of or trade in a particular commodity, the Government establishing or maintaining such monopoly or centralized agency will give sympathetic consideration to all representations that the other Government may make with respect to alleged discriminations against its commerce in connection with purchases by such official monopoly or centralized agency.

Article VI

The two Governments agree that if they shall establish or maintain a control of the foreign exchanges, they will accord to the nationals and commerce of each other the most general and complete application of the unconditional most-favored-nation principle.

The provisions of this Article may be terminated by either Government on sixty days' written notice.

Article VII

All articles the growth, produce or manufacture of the United States of America or the United States of Brazil, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or any other foreign origin, except as required by laws of either country in effect on the day of the signature of this Agreement.

Articles the growth, produce or manufacture of the United States of America or the United States of Brazil enumerated and described in Schedules I and II, respectively, after importation into the other country, shall be exempt from any national or federal internal taxes, fees, charges or exactions other or higher than those imposed or required to be imposed by laws of the United States of Brazil and the United States of America, respectively, in effect on the day of the signature of this Agreement, subject to constitutional requirements.

Article VIII

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and the United States of Brazil, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly so that traders may become acquainted with them.

No administrative ruling by the United States of America or the United States of Brazil effecting advances in rates of duties or charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of official publication of notice of such ruling. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to sanitation or public safety, or giving effect to judicial decisions.

ARTICLE IX

The United States of America and the United States of Brazil retain the right to apply such measures as they respectively may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of other material needed in war.

ARTICLE X

The Government of the United States of America or the Government of the United States of Brazil, as the case may be, will accord sympathetic consideration to such representations as the other Government may make regarding the operation of customs regulations, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.

In the event that the Government of either country makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal, or plant life, and if there is disagreement with respect thereto, a committee of technical experts on which each Government shall be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

Whenever practicable each Government, before applying any new measure of a sanitary character, will consult with the Government of the other country with a view to insuring that there will be as little injury to the commerce of the latter country as may be consistent with the purpose of the proposed measure. The provisions of this paragraph do not apply to action affecting individual shipments under sanitary measures already in effect or to actions based on pure food and drug laws.

ARTICLE XI

The advantages now accorded or which may hereafter be accorded by the United States of America or the United States of Brazil to other adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either country may become a party shall be excepted from the operation of this Agreement; and this Agreement shall not, subject to the provisions of Article X, apply to police or sanitary regulations or to the commerce of the United States of America with the Republic of Cuba, or to commerce between the United States of America and the Panama Canal Zone, the Philippine Islands, or any territory or possession of the United States of America, or to the commerce of the territories and possessions of the United States of America with one another.

Except as otherwise provided in the third paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America and the United States of Brazil, respectively, to the

commerce of the other country shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panama Canal Zone.

Subject to the reservations set forth in the first paragraph of this Article the provisions of Article I, and the provisions for most-favored-nation treatment in Articles II and VI shall apply to articles the growth, produce or manufacture of any area under the sovereignty or authority of either country imported from or exported to any area under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

Article XII

The present Agreement shall, from the date on which it comes into force, supplant the agreement by exchange of notes signed by the United States of America and the United States of Brazil on October 18, 1923.

Article XIII

The United States of America and the United States of Brazil, animated by their traditions of amity and by the spirit which impelled them to enter into this Agreement, declare their intention of studying the possibility of concluding other agreements designed to improve and strengthen their present relations, their trade interchange, their maritime, aerial and postal connections, with a view to bringing still closer together the peoples of the two nations. With this end in view, the competent branches of the two Governments will, on the first opportunity, exchange ideas on the most rapid and efficient ways of increasing trade interchange between the two countries through mutual and reciprocal concessions by each country to the products of the other or through transport, credit, or other facilities, with a view to developing the relations between them, and will endeavor to carry into effect to the greatest possible extent the recommendations and suggestions which will have been found suitable to this purpose.

Article XIV

The present Agreement shall be approved and confirmed by the President of the United States of America by virtue of the Act of the Congress of the United States of America approved June 12, 1934, entitled "An Act to amend the Tariff Act of 1930",[7] and shall be ratified by the President of the Republic of the United States of Brazil in accordance with the constitutional requirements of that country. It shall enter into full force thirty days after the exchange of the instrument of approval and confirmation and the instrument of ratification, which shall take place in the city of Rio de Janeiro, as soon as possible, and shall continue in force for two years, unless terminated in accordance with the provisions of Article II.

[7] 48 Stat. 943.

Unless at least six months before the expiration of the above-mentioned term of two years the Government of either country shall denounce the Agreement, it shall continue in full force until denounced by either Government with six months' previous notice, or unless terminated in accordance with the provisions of Article II.

In witness thereof the respective Plenipotentiaries have signed this Agreement in duplicate, each in the English and Portuguese languages, and have affixed their seals hereto.

Done at the City of Washington, this second day of February, one thousand nine hundred and thirty-five.

CORDELL HULL [SEAL]
OSWALDO ARANHA [SEAL]

[For schedules annexed to agreement, see 49 Stat. 3822 or p. 16 of EAS 82.]

EXCHANGE OF NOTES

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL

No. 11 WASHINGTON, *February 2, 1935*

MR. SECRETARY OF STATE:

Animated with the purpose of making article VI of the trade agreement between Brazil and the United States of America, signed today, perfectly clear, my Government has authorized me to advise Your Excellency that, so long as there may be any need for it to maintain the present control over foreign exchange, it interprets the promise contained in the said article as follows:

I. The Bank of Brazil will furnish sufficient exchange for the payments, as they become due, for all future importations of American products into Brazil; moreover, the Bank of Brazil will provide sufficient foreign exchange for the gradual liquidation of the American commercial debts now in arrears, it being understood that the Bank of Brazil will establish a system of payment under which the amount of foreign exchange required for the purposes mentioned shall not be less than a percentage calculated in accordance with the share represented by American goods in total Brazilian imports during the past 10 years, but slightly increased in order that the purposes contemplated by the new trade agreement may be accomplished;

II. With respect to transfers of profits and dividends of American companies operating in Brazil, my Government cannot, until the situation becomes normal, do more than promise that such companies will receive

treatment never less favorable than that which is enjoyed or which may be enjoyed by any foreign companies established in the country;

III. My Government suggests the cooperation of the Bank of Brazil with the Federal Reserve Board of New York (or any other institution which the Government of the United States of America may indicate), in the sense of inaugurating a foreign exchange information service, affording greater knowledge of the situation of each of the two countries with relation to the other and, in this way, intensifying the exchange of products between them;

IV. If, as it hopes, the negotiations in progress for obtaining banking credits should come to a happy conclusion, the Brazilian Government will reserve from the foreign exchange at its disposal that necessary to meet the payment, to the holders of bonds of loans negotiated in the United States of America, of the sums fixed by the plan of February 5, 1934, for payment of debts.

I wish to add that the Bank of Brazil will continue to meet, as hitherto, the obligations assumed in June 1933 for the refunding of the deferred commercial debts in arrears existing at that time.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

His Excellency
Mr. CORDELL HULL
Secretary of State of the United States of America

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON, *February 2, 1935*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this date.

My Government welcomes the declaration of the Government of Brazil contained in Your Excellency's note under acknowledgment in connection with the arrangements for the development of trade between the United States and Brazil embodied in the new Commercial Agreement between the two countries and has taken note of the determination of the Government of Brazil to resolve in so satisfactory and orderly a manner matters involving foreign exchange between the two countries.

The security in exchange matters these assurances will give to trade between the two countries should greatly assist in the development of that trade. They appear to this Government to be both reasonable and moderate

and in no way to obstruct such plans or efforts as the Brazilian Government may wish to carry forward in furthering a liberal exchange policy.

Your Excellency will, of course, appreciate that the proffer by Your Excellency's Government of these assurances as contained in Your Excellency's note above referred to is not construed by this Government as modifying or affecting in any way the rights of American holders of Brazilian bonds issued in the United States.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CORDELL HULL

His Excellency
Mr. OSWALDO ARANHA
Ambassador of Brazil

219 919—70——56

MILITARY MISSION

Exchange of notes at Washington June 20 and October 29, 1935, amending agreement of May 10, 1934
Entered into force February 1, 1936
Extended by agreement of November 9 and December 16 and 19, 1935 [1]
Superseded by agreement of November 12, 1936 [2]

49 Stat. 3845; Executive Agreement Series 84

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON, *June 20, 1935*

EXCELLENCY:

With respect to the desire of the Brazilian Government, made known to me by your memorandum of February 20, 1935, that the Military Mission Agreement between the Governments of the United States of America and the United States of Brazil, signed at Washington on May 10, 1934,[3] be further amended so as to permit of the designation of an officer of the Army of the United States of America to serve as a professor in the Technical School of the Brazilian Army in matters related to chemistry and its application to warfare, the undersigned the Secretary of State of the United States of America, duly authorized by his Government, begs to state that it will be entirely satisfactory to the Government of the United States of America to enter into such a supplementary agreement by an exchange of notes on the understanding that the said officer shall possess the same rights and privileges as the officers detailed in the original contract of May 10, 1934; that the agreement shall be considered and be deemed to be an addendum to the said contract, in accordance with Article 7 thereof, and that it shall be regarded as having the same force and effect as if originally embodied in that contract.

The Government of the United States of America will be pleased to consider the above-stated understanding to be effective on the day of the

[1] EAS 85; not printed here.
[2] EAS 98, *post*, p. 868.
[3] EAS 64, *ante*, p. 842.

receipt of a note from you stating the acceptance of the understanding by the Government of the United States of Brazil.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency
OSWALDO ARANHA
Ambassador of Brazil

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
No. 88 WASHINGTON, *October 29, 1935*

MR. SECRETARY OF STATE:

With reference to a proposed addition to the contract between the United States of Brazil and the United States of America for a military mission, signed at Washington on May 10, 1934, for the purpose of permitting the designation of an officer of the Army of the United States of America to serve as professor of chemistry and its military applications in the Technical School of the Brazilian Army, the undersigned, Ambassador of Brazil, has the honor to acknowledge the receipt of note no. 832.223/9, of June 20 of the current year, by which Your Excellency, duly authorized by your Government, has the kindness to announce to the undersigned that the Government of the United States of America is ready to conclude, by exchange of notes, a supplementary agreement with respect to this matter, on the assurance that the said officer will have rights and privileges equal to those granted the officers mentioned in the original contract of May 10, 1934, such addition being considered as made in accordance with article 7 of the contract referred to and as valid as if it were included therein.

2. Being duly authorized by his Government, the Ambassador of Brazil has the honor to declare that the Government of the United States of Brazil accepts the conditions mentioned and, in the terms of the note to which this note is a reply, agrees to consider the said addition to the contract of May 10, 1934, with the Government of the United States of America, as in force on and after February 1, 1936.

The undersigned avails himself of the opportunity to repeat to Your Excellency the assurance of his very high consideration.

OSWALDO ARANHA

His Excellency
MR. CORDELL HULL
Secretary of State of the
United States of America

NAVAL MISSION

Agreement signed at Washington May 27, 1936
Entered into force June 25, 1936
Superseded by agreement of May 7, 1942 [1]

50 Stat. 1403; Executive Agreement Series 94

In conformity with the request made by the Ambassador of Brazil in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926,[2] entitled "An Act To authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin-American Republics in military and naval matters", as amended by an Act of May 14, 1935,[3] to include the Commonwealth of the Philippine Islands, has authorized the appointment of officers to constitute the Brazilian Naval Mission, under the conditions specified below:

ARTICLE I

1. The purpose of the Naval Mission is to cooperate with the Minister of Marine and the officers of the Brazilian Navy, with a view to enhancing the efficiency of the Brazilian Navy.

2. This contract when signed by the legal representatives of the United States of America and the United States of Brazil shall be effective as of June 25, 1936 (the expiration date of the present contract).[4] It provides for an extension of the Mission for a period of four years from the above date unless terminated sooner or prolonged further than provided here.

3. If the Government of Brazil shall desire the services of the Mission to be prolonged, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the termination of this agreement.

4. If it should be necessary, in the interest of either of the two Governments, for the present agreement or an extension thereof to be terminated before the time specified, the Government desiring this must notify the other Government three months in advance.

[1] EAS 247, *post*, p. 922.
[2] 44 Stat. 565.
[3] 49 Stat. 218.
[4] Agreement signed at Washington June 25, 1932, *ante*, p. 837.

5. It is here stipulated and agreed that as long as the Mission is functioning under this agreement or an extension thereof, the Government of Brazil will not contract for the services of any mission or personnel of any other foreign Government for the duties and purposes treated of in this agreement.

ARTICLE II

1. The Naval Mission shall be composed, in addition to the two officers who are already in Brazil on similar duty, of six (6) additional officers of the United States Navy, on the active list, and two (2) additional chief yeomen, and two (2) aviation chief petty officers or petty officers, first class. This personnel shall be chosen by the Navy Department of the United States of America, in agreement, however, with the Brazilian Government.

2. These officers shall have the ranks named below and shall be assigned to the following duties:

1 Captain, as Chief of the Naval Mission;
1 Commander, for the Section of Tactics of the Naval War School;
1 Lieutenant-Commander, for duties connected with naval communications, cryptanalysis and cryptography;
1 Lieutenant-Commander, for the Section of Strategy of the Naval War School;
1 Lieutenant-Commander, for duties connected with the use of the arms used in the Navy;
1 Lieutenant-Commander, for duties connected with engines, boilers, motors and repairs thereto;
1 Lieutenant-Commander or Lieutenant, Senior Grade, a naval aviator, for aviation duties in connection with the operations, engineering and armament of that arm;
1 Lieutenant-Commander or Lieutenant, Senior Grade, a Naval Constructor, for duties in connection with plans for naval construction, repairs to ships and work at arsenals.

For any of the duties specified for Lieutenant-Commanders or Lieutenants, three Commanders may be substituted.

3. The non-commissioned personnel (chief petty officers or petty officers, first class) of the Naval Mission shall be assigned, in turn, to the following duties:

2 aviation chief petty officers or petty officers, first class, one for duties in connection with engines and the other for duties in connection with the armament of the same arm;
3 chief yeomen, for duty in the office of the Naval Mission itself.

4. Any augmentation of the personnel of the Mission that is considered suitable or necessary shall be considered as a supplement to this agreement.

ARTICLE III

1. The members of the Naval Mission shall be subordinate only to the Brazilian Minister of Marine, through their own Chief.

2. It is the duty of the Naval Mission to advise, through the Minister of Marine, the Chief of Staff of the Navy, the Directors of Instruction, of the Naval War School, of the Naval Arsenal, of Naval Engineering and of Aeronautics, cooperating with them in all matters within their province, always indicating the necessary measures, as well as the training to be given, for the greater efficiency of the Navy.

3. In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war, no member of the Mission shall take part in operations in any capacity.

4. The members of the Mission shall retain the rank that they hold in the United States Navy. Their precedence with respect to Brazilian officers shall be according to seniority. The members of the Mission shall use only the uniform of the Navy of the United States of America.

ARTICLE IV

1. The members of the Naval Mission shall receive for their services the following annual remuneration paid by Brazil, in Brazilian paper money:

Captain	77:000$000
Commander	66:000$000
Lieutenant-Commander	60:000$000
Lieutenant	54:000$000
Chief Petty Officer	27:500$000
Petty Officer, first class	22:000$000

If a member of the Mission be promoted he shall enjoy all the benefits of this contract from the date of his new commission in the grade to which promoted.

2. The pay of the members of the Mission shall begin on the date of departure from New York and shall continue, after the service of the Mission has been concluded, to the date of the arrival at New York, traveling by the usual route. Any member of the Mission who returns to the United States of America after serving less than two years, except in case of illness, or who returns at the request of the Brazilian Government, in accordance with section 1 of Article V, shall receive his full pay only until the date of departure from Rio de Janeiro.

3. It is further stipulated that said remuneration shall not be subject to any Brazilian tax in force, or which may be established subsequently.

4. The expenses of land and sea transportation of the members of the Mission, their families (as defined in paragraph 6 below), household effects and baggage, and in the case of commissioned officers one automobile per officer, from New York to Rio de Janeiro, shall be paid by the Brazilian Gov-

ernment, in advance by the representative of the said Government, first class passage being provided for the officers and their families, and minimum first class passage for the chief petty officers, petty officers first class, and their families. The following supplementary indemnity shall also be allowed for the expenses of installation of each member of the Mission:

7:000$000 (paper) for officers, (seven contos of reis)
2:000$000 (paper) for chief petty officers and petty officers, first class (two contos of reis).

The household effects, baggage, and in the case of commissioned officers their automobiles, of the personnel of the Mission and their families shall be exempt from customs duties and taxes of any kind in Brazil.

5. The members of the Mission who remain in Brazil two or more years shall be entitled to payment of the expenses of their return transportation, and that of their families, household effects, baggage, and in the case of commissioned officers their automobile, from Rio de Janeiro to New York. Said expenses include first class passage for the families of the officers and minimum first class passage for the chief petty officers and petty officers first class.

5(a). The return transportation for any member of the families of the members of the Mission from Rio de Janeiro to New York shall be furnished at any time after their arrival in Brazil upon request of the Senior Member of the Mission. In case the member be detached from the Mission in accordance with either paragraphs 1 or 3 of Article V before two years service in Brazil, the cost of transportation for himself and family to the United States of America shall be borne by the Government of the United States of America, and the amount of the transportation already furnished his family shall be deducted from money due him from the Brazilian Government or, if this be insufficient, repaid to the Brazilian Government by the member himself.

6. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon the request of the Chief of the Mission, free entry for articles for the personal use of the members of the Mission and their families, there being considered as families the parents, wives, minor sons, unmarried daughters and sisters, while they are living in Brazil as part of the family of the respective member of the Mission.

7. After two years of service on the Mission, each member shall be entitled to a three months' furlough with full pay in Brazilian currency, including travel time, with the right to leave Brazil. The Chief of the Mission shall see to it that the said furloughs affect the interests of the Brazilian Navy as little as possible.

8. Members of the Mission who become ill, shall, at the discretion of the Chief of the Mission, be placed by the Brazilian Government in the hospital that the Chief of the Mission deems suitable, after discussion with the Brazilian authorities.

9. In case of official travel or service at sea, rendered by any member of the Mission, he shall receive during such time, full pay; also allowances

equivalent to those granted to the personnel of the Brazilian Navy, of the same rank, under like circumstances.

10. The officers of the Mission shall be granted the same rights and privileges as are customarily enjoyed by diplomatic representatives of corresponding rank accredited to Brazil, except with respect to the rights of importation already treated of in a preceding clause.

11. Whenever it be necessary for the official service, an automobile with a chauffeur, or a launch properly equipped, shall be placed at the disposal of the members of the Mission.

12. Suitable offices shall be placed at the disposal of the members of the Mission.

13. Each officer of the Mission shall have, as assistant or collaborator, in all his functions, a Brazilian officer designated by the Minister of Marine.

14. If this contract should be cancelled at the request of the United States of America, all the expenses connected with the return of the Mission, their families, household effects, baggage, and in the case of commissioned officers their automobiles, to the United States of America, shall be borne by that Government. If, however, it should be at the initiative of the Brazilian Government, the latter Government shall bear all the expenses connected with the return to the United States of America, of the Mission, their respective families, household effects, baggage, and in the case of commissioned officers their automobiles, according to the stipulations of paragraphs 2 and 5 of this Article; and the Brazilian Government shall, in addition, pay to each officer an amount equal to three months' pay.

Article V

1. The United States of America may, should the public interest so require, recall at any time a part or all of the members of the Mission, replacing them by other officers, chief petty officers or petty officers first class, to the satisfaction of the Brazilian Government, and the corresponding expenses shall be chargeable to the Government of the United States of America. If, at the request of the Brazilian Government, a member of the Mission should be withdrawn for a reason other than the completion of his services on the Mission, all the expenses of his return shall be chargeable to the United States of America.

2. Any member of the Mission may be relieved at the request of the Government of the United States of America after two years of service, being replaced by members of equal commission (patente) and rank agreeable to the Brazilian Government.

3. No member of the Mission relieved upon request before completing two years of service, shall be entitled to traveling expenses and transportation of baggage at the expense of the Brazilian Government.

4. If any member of the Mission should be obliged by illness to leave the service, the Brazilian Government shall pay the expenses of return to the United States of America in the manner provided above for members with more than two years of service.

5. If any member of the Mission, or a person in his family, should die in Brazil, the Brazilian Government shall have the body transported to such place in the United States of America as the family of the deceased may indicate. If the deceased should be a person under contract the Brazilian Government shall pay the transportation expenses of his family, household effects and baggage, and, in the case of commissioned officers, their automobiles to New York.

6. In case of replacement of a member of the Mission, all the stipulations of this agreement, except in cases of express provision to the contrary, shall apply to the member replacing him, including those specified in paragraphs 2 and 4 of Article IV.

In witness whereof, the undersigned, duly authorized, sign this contract in two texts, each one in the English and Portuguese languages, at Washington, this twenty-seventh day of May, 1936.

Cordell Hull
Oswaldo Aranha

MILITARY MISSION

Agreement signed at Rio de Janeiro November 12, 1936
Entered into force November 12, 1936
Superseded by agreement of November 12, 1938 [1]

50 Stat. 1457; Executive Agreement Series 98

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on November 9, 1935, by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, and the notes of November 9, December 16 and December 19, 1935, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,[2] entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,[3] to include the Commonwealth of the Philippine Islands, has authorized the continuance of the detail of officers constituting an American Military Mission to Brazil, upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The purpose of the Mission is to cooperate with the General Staff, Office of the Chief of Coast Defense and officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction. The Mission will also have charge of the courses and assist in the instruction of the subjects of Permanent Fortification and Chemical Warfare at the Technical School.

Art. 2. This Mission shall continue for two years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil.

Art. 3. If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated,

[1] EAS 135, *post*, p. 877.
[2] 44 Stat. 565.
[3] 49 Stat. 218.

a proposal to that effect must be made six months before the expiration of this agreement.

Art. 4. If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of Brazil will not engage the services of any Mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement.

Title II

Composition and Personnel

Art. 6. The Mission will be composed of four officers of the Regular Army of the United States of America as follows: one Colonel or Lieutenant Colonel of Coast Artillery; one Major or Captain of Coast Artillery; one Lieutenant Colonel or Major of Engineers; and one Major or Captain of the Chemical Warfare Service. The senior Coast Artillery Officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

Art. 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this agreement.

Title III

Duties, Rank and Precedence

Art. 8. The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the Chief of the Mission and shall act as tactical and technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare.

Art. 9. It shall be the duty of the members of the Mission, under the direction of the Chief of the Mission, to advise technically the Commandant of the Coast Artillery Center of Instruction and the Commandant of the Technical School and cooperate with them in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare, as well as prescribing the courses in these subjects and assisting in the instruction.

Art. 10. In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war no member of the Mission shall take part in the operations in any respect.

Art. 11. The members of the Mission shall each receive one extra grade or rank above the rank they hold in the Army of the United States of America,

while serving on the Mission. Their precedence with respect to Brazilian Officers and Officers of other foreign missions shall be in accordance with their extra grade or rank and seniority therein. The members of the Mission will receive no extra compensation for the above mentioned extra grade or rank and will wear only uniforms of the Army of the United States of America.

Title IV

Pay and Allowances

Art. 12. The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments:

Colonel	72:000$000 (Seventy-two contos)
Lieutenant Colonel	66:000$000 (Sixty-six contos)
Major	60:000$000 (Sixty contos)
Captain	54:000$000 (Fifty-four contos)

Art. 13. Each member of the Mission shall have the right to receive his Brazilian pay beginning on the date of his leaving New York, and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who may return to the United States before completing two years service, or who returns for one of the causes foreseen in Art. 26, will only receive full pay up to the date of his leaving Rio de Janeiro, except in the cases of ill-health or termination of the contract of the Mission in which cases payment will be made up to arrival in New York.

Art. 14. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or which may hereafter be imposed.

Art. 15. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including automobiles, shall be paid in advance by the representative of the Brazilian Government, the officers and their families being furnished with firstclass accommodations, families being construed as wives and dependent children throughout the contract. There shall be provided in advance the following allowance to cover expenses of locating and housing each member of the Mission:

Colonel	6: 000$000
Lieutenant Colonel	5: 500$000
Major	5: 000$000
Captain	4: 500$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from customs duties and imposts of any kind in Brazil.

Art. 16. The members of the Mission who remain in Brazil two or more years, or until the termination of the Mission, shall have the right, when they return to the United States of America, to the advance payment of transportation expenses of themselves and their families and all effects, as specified in Art. 15, and insurance of effects, from Rio de Janeiro to New York; these expenses to include packing effects and transporting them on board ship in Rio de Janeiro.

Art. 17. During the stay of the Mission, the Government of Brazil shall grant, on request of the Chief of the Mission, free entry for articles of personal and family use; families being construed as wives, and dependent children.

Art. 18. Each member of the Mission with more than two complete years of service in Brazil shall have the right to a leave of three months on full pay, and also the right of leaving Brazil. In case he leaves Brazil, he shall have the right to travel time in addition to his leave and he shall receive his full pay in Brazilian money at the rate specified in Art. 12, during both his leave and time of travel. The Chief of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

Art. 19. Members of the Mission who may become ill, shall be cared for by the Brazilian Government, in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

Art. 20. In case of travel performed on official business outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, *per diem* allowances and transportation which shall be the same as those allowed to the officers of the Brazillian Army of the same rank and in like circumstances.

Art. 21. The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation mentioned above.

Art. 22. A suitable automobile with chauffeur shall be permanently assigned to the Chief of the Mission for the use of the Mission on official service. When this automobile is unavailable because of repair, overhaul or other reason a suitable substitute will be provided.

Art. 23. A private office and necessary equipment shall be provided the members of the Mission for their work.

Art. 24. Every member of the Mission shall have a Brazilian officer detailed as an assistant.

Art. 25. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to their country shall be borne by that Government. In case, however, the cancellation should be effected on the

initiative of the Brazilian Government, or as a result of war between Brazil and a foreign power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provision of Arts. 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months compensation from the date of his arrival in New York proceeding by usually traveled sea route.

Title V

Recall and Replacement of Members of the Mission

Art. 26. The United States of America, may if the public interest so requires, recall, at any time, any one or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of the termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

Art. 27. Any member of the Mission may be relieved on his own request, by the Government of the United States of America, after two years of service in Brazil, being replaced in each case by an officer of corresponding rank and arm, as specified in Article 6, who is acceptable to the Brazilian Government.

Art. 28. No member of the Mission relieved on his own request before he gives two years service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

Art. 29. If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

Art. 30. If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have the body transported to such city in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all their effects to New York.

Art. 31. In case of substitution for a member of the Mission, all the clauses of this agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

Title VI

Supersession of Original Contract and Authentication of New Agreement

Art. 32. From the date of signing of this new agreement, embodied herein, by the accredited representatives of the Governments of the United States of America and of the United States of Brazil it will be in full effect and supersede entirely and in all particulars the original contract, signed at Washington May 10, 1934, by the Secretary of State of the United States of America, and the Brazilian Ambassador to the United States of America, and all supplementary agreements thereto.

Art. 33. In faith whereof, the undersigned, being duly authorized, sign the present contract in two texts, each one in the English and Portuguese languages, at Rio de Janeiro, the twelfth day of November of 1936.

R. M. Scotten [seal]
José Carlos de Macedo Soares [seal]
Gen. João Gomes Ribeiro Filho [seal]

WAIVER OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Rio de Janeiro December 16 and 17, 1937
Entered into force January 1, 1938

186 League of Nations Treaty Series 413

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

DECEMBER 16th, 1937

EXCELLENCY,

I have the honor to inform Your Excellency that the Brazilian Government agrees that no charge whatsoever shall be collected for visas or for the formalities necessary for the obtaining of visas which its representatives place on the passports of nationals of the United States of America and the Philippine Islands who are not immigrants and who come to Brazil on a visit.

2. For the purposes of this agreement, the national of either party who maintains a domicile in his own country with the intention of return thereto after a temporary absence and who goes to the country of the other contracting party for a temporary sojourn and for one of the following reasons shall be considered a non-immigrant:

(a) To represent his Government in any official capacity; his family, attendants, servants and employees shall also be considered non-immigrants;

(b) To visit the foreign country as a tourist or on business without, however, taking up residence for the purpose of establishing himself commercially or of undertaking any professional activity;

(c) To pass through the country in transit to a third country;

(d) In the case of seamen, to remain in the foreign country during the period in which their respective ships remain in port.

3. For the purposes of the present agreement, citizens of the United States of America, their wives and unmarried children, authorized to enter Brazil solely to carry on trade in accordance with the provisions of a treaty of commerce and navigation already in force, or which may be concluded in the future, shall also be considered non-immigrants.

4. It is clearly understood that the above provisions refer only to nationals of the two countries and not to persons holding passports issued to foreigners, and do not affect other provisions in force in the territories of the

two countries regarding their respective immigration and public health laws.

5. The present agreement shall come into force on January 1st, 1938, and shall remain in force indefinitely until it is denounced by either of the Contracting parties on giving three months' notice.

I take this opportunity to renew to Your Excellency the assurance of my highest consideration.

MARIO DE PIMENTEL BRANDAO

His Excellency

Mr. JEFFERSON CAFFERY

Ambassador of the United States of America

The American Ambassador to the Minister of Foreign Affairs

No. 72 RIO DE JANEIRO, *December 17, 1937*

EXCELLENCY:

I have the honor to inform Your Excellency that the Goverment of the United States of America agrees that no charge whatsoever be collected for visas which its representatives place on the passports of nationals of Brazil who are not immigrants and who come to the United States or to the Philippine Islands on a visit, or for executing applications therefor.

For the purposes of this agreement, the national of either of the contracting parties, who maintains a domicile in his own country, with the intention to return thereto after a temporary absence, and who goes to the country of the other contracting party for a temporary sojourn and for the following reasons, will be considered a non-immigrant:

a) —to represent his Government in any official capacity, including his family, attendants, servants, and employees;

b) —to visit the foreign country as a tourist or on business without, however, taking up residence for the purpose of establishing himself commercially or of undertaking any professional activity;

c) —to pass through the country in transit to a third country;

d) —in the case of seamen, to remain in the foreign country during the period in which their respective ships remain in port;

e) —Brazilian nationals, their wives and unmarried children, entitled to enter American territory, including the Philippine Islands, solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation, or one which may be concluded in the future.

It is clearly understood that the above provisions refer only to the nationals of the two countries and not to persons holding passports given to foreigners

and do not affect other provisions in effect in the territories of the two countries with respect to the immigration and public health laws.

This agreement will enter into effect on the 1st day of January, 1938, and will remain in effect indefinitely until it is denounced by either of the contracting parties on three months previous notice.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. MARIO DE PIMENTEL BRANDAO
Minister for Foreign Affairs
Rio de Janeiro

MILITARY MISSION

Agreement signed at Rio de Janeiro November 12, 1938
Entered into force November 12, 1938
Replaced by agreement of January 17, 1941 [1]

53 Stat. 2021; Executive Agreement Series 135

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the statement made in the communication, dated February 2, 1938, from the Minister of State for Foreign Affairs of Brazil to the Ambassador of the United States of America at Rio de Janeiro, that the President of the United States of Brazil has agreed that the contract of the American Military Mission, provided for in the Military Mission Agreement between the two countries, signed at Rio de Janeiro on November 12, 1936,[2] which will expire on November 12, 1938, should be extended for two more years, and certain modifications in that agreement having been accepted by the Secretary of War of the United States of America, and by the Minister of War of the United States of Brazil with the approval of the President of the United States of Brazil, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,[3] entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,[4] to include the Commonwealth of the Philippine Islands, has authorized the continuance of the detail of officers constituting an American Military Mission to Brazil, upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The purpose of the Mission is to cooperate with the General Staff, Office of the Chief of Coast Defense and officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction. The Mission will

[1] EAS 202, *post*, p. 899.
[2] EAS 98, *ante*, p. 868.
[3] 44 Stat. 565.
[4] 49 Stat. 218.

also have charge of the courses and assist in the instruction of the subjects of Permanent Fortification, Ordnance and Chemical Warfare at the Technical School.

Art. 2. This Mission shall continue for two years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil.

Art. 3. If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the expiration of this agreement.

Art. 4. If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of Brazil will not engage the services of any Mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement.

Title II

Composition and Personnel

Art. 6. The Mission will be composed of five officers of the Regular Army of the United States of America as follows: one Colonel or Lieutenant Colonel of Coast Artillery; one Major or Captain of Coast Artillery; one Lieutenant Colonel or Major of Engineers; one Major or Captain of Ordnance; and one Major or Captain of the Chemical Warfare Service. The senior Coast Artillery Officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

Art. 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this agreement.

Title III

Duties, Rank and Precedence

Art. 8. The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the Chief of the Mission and shall act as tactical and technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare.

Art. 9. It shall be the duty of the members of the Mission, under the direction of the Chief of the Mission, to advise technically the Commandant of the Coast Artillery Center of Instruction and the Commandant of the Technical School and cooperate with them in all matters pertaining to Coast Defense, Permanent Fortification, Ordnance Material, and Chemical Warfare, as well as prescribing the courses in these subjects and assisting in the instruction.

Art. 10. In case of war between Brazil and any other nation, the Mission shall terminate within thirty days. In case of civil war no member of the Mission shall take part in the operations in any respect.

Art. 11. The members of the Mission shall each receive one extra grade or rank above the rank they hold in the Army of the United States of America, while serving on the Mission. Their precedence with respect to Brazilian Officers and Officers of other foreign Missions shall be in accordance with their extra grade or rank and seniority therein. The members of the Mission will receive no extra compensation for the above mentioned extra grade or rank and will wear only uniforms of the Army of the United States of America.

Title IV

Pay and Allowances

Art. 12. The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments:

Colonel	72: 000$000 (Seventy-two contos)
Lieutenant Colonel	66: 000$000 (Sixty-six contos)
Major	60: 000$000 (Sixty contos)
Captain	54: 000$000 (Fifty-four contos)

Art. 13. Each member of the Mission shall have the right to receive his Brazilian pay beginning on the date of his leaving New York, and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who may return to the United States before completing two years service, or who returns for one of the causes foreseen in Art. 26, will only receive full pay up to the date of his leaving Rio de Janeiro, except in the cases of ill-health or termination of the contract of the Mission in which cases payment will be made up to arrival in New York.

Art. 14. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or which may hereafter be imposed.

Art. 15. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including auto-

mobiles, shall be paid in advance by the representative of the Brazilian Government, the officers and their families being furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. There shall be provided in advance the following allowance to cover expenses of locating and housing each member of the Mission:

Colonel	6: 000$000
Lieutenant Colonel	5: 500$000
Major	5: 000$000
Captain	4: 500$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from customs duties and imposts of any kind in Brazil.

Art. 16. The members of the Mission who remain in Brazil two or more years, or until the termination of the Mission, shall have the right, when they return to the United States of America, to the advance payment of transportation expenses of themselves and their families and all effects, as specified in Art. 15, and insurance of effects, from Rio de Janeiro to New York; these expenses to include packing effects and transporting them on board ship in Rio de Janeiro.

Art. 17. During the stay of the Mission, the Government of Brazil shall grant, on request of the Chief of the Mission, free entry for articles of personal and family use; families being construed as wives, and dependent children.

Art. 18. Each member of the Mission with more than two complete years of service in Brazil shall have the right to a leave of three months on full pay, and also the right of leaving Brazil. In case he leaves Brazil, he shall have the right to travel time in addition to his leave and he shall receive his full pay in Brazilian money at the rate specified in Art. 12, during both his leave and time of travel. The Chief of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

Art. 19. Members of the Mission who may become ill, shall be cared for by the Brazilian Government, in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

Art. 20. In case of travel performed on official business outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, *per diem* allowances and transportation which shall be the same as those allowed to the officers of the Brazilian Army of the same rank and in like circumstances.

Art. 21. The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation mentioned above.

Art. 22. A suitable automobile with chauffeur shall be permanently assigned to the Chief of the Mission for the use of the Mission on official service. When this automobile is unavailable because of repair, overhaul or other reason a suitable substitute will be provided.

Art. 23. A private office and necessary equipment shall be provided the members of the Mission for their work. There shall be furnished the Mission two clerks (typists and stenographers) able to translate English into Portuguese and Portuguese into English.

Art. 24. Every member of the Mission shall have a Brazilian officer detailed as an assistant.

Art. 25. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to their country shall be borne by that Government. In case, however, the cancellation should be effected on the initiative of the Brazilian Government, or as a result of war between Brazil and a foreign power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provisions of Arts. 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months compensation from the date of his arrival in New York proceeding by usually traveled sea route.

Title V

Recall and Replacement of Members of the Mission

Art. 26. The United States of America, may if the public interest so requires, recall, at any time, any one or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of the termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

Art. 27. Any member of the Mission may be relieved at his own request, by the Government of the United States of America, after two years of service in Brazil, being replaced in each case by an officer of corresponding rank and arm, as specified in Article 6, who is acceptable to the Brazilian Government.

Art. 28. No member of the Mission relieved on his own request before he gives two years service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

Art. 29. If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear

the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

Art. 30. If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have the body transported to such city in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all of their effects to New York.

Art. 31. In case of substitution for a member of the Mission, all the clauses of this agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

Title VI

Supersession of Original Contract and Authentication of New Agreement

Art. 32. From the date of signing this new agreement, embodied herein, by the accredited representatives of the Governments of the United States of America and of the United States of Brazil it will be in full effect and supersede entirely and in all particulars the agreement signed at Rio de Janeiro November 12, 1936, by R. M. Scotten, Chargé d'Affaires ad interim of the United States of America, José Carlos de Macedo Soares, the Brazilian Minister for Foreign Affairs and General João Gomes Ribeiro Filho.

Art. 33. In faith whereof, the undersigned, being duly authorized, sign the present agreement in duplicate in the English and Portuguese languages, at Rio de Janeiro, the twelfth day of November, 1938.

R. M. Scotten
Oswaldo Aranha
Enrico G. Dutra

EXCHANGE OF PUBLICATIONS

Exchange of notes at Washington June 15 and 24, 1940
Entered into force June 24, 1940
Amended by agreement of May 16 and 23, 1950 [1]

54 Stat. 2329; Executive Agreement Series 176

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON, *June 15, 1940*

EXCELLENCY:

I have the honor to refer to the Department's note of April 20, 1940 and previous correspondence regarding the exchange of official publications.

It gives me pleasure to inform Your Excellency that the Government of the United States of America will be glad to undertake a complete exchange of official publications with the Government of the United States of Brazil to be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of the United States of America is the Smithsonian Institution. The Official exchange office on the part of the United States of Brazil is the Instituto Nacional do Livro.

2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; on behalf of the United States of Brazil by the Instituto Nacional do Livro.

3. The Government of the United States of America shall furnish regularly in one copy a full set of the official publications of its several branches, departments, bureaus, offices, and institutions. A list of such instrumentalities with an indication of their principal serial publications to be included in the exchange is attached (List No. 1). This list shall be extended to include, without the necessity of subsequent negotiation, any new instrumentalities that the Government may create in the future.

4. The Government of the United States of Brazil shall furnish regularly in one copy a full set of the official publications of its several branches, departments, bureaus, offices, and institutions. A list of such instrumentalities with an indication of their principal serial publications to be included in the

[1] 3 UST 387; TIAS 2402.

219-919—70——57

exchange is attached (List No. 2). This list shall be extended to include, without the necessity of subsequent negotiations, any new instrumentalities that the Government may create in the future.

5. With respect to instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that publications which they may issue in the future shall be furnished in one copy.

6. Neither Government shall be obligated by this agreement to furnish confidential publications, black forms, or circular letters not of a public nature.

7. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

8. Both parties express their willingness as far as possible to expedite shipments.

9. This agreement shall not be understood to modify the already existing exchange agreements between the various Government departments and instrumentalities of the two countries.

Upon the receipt of a note from Your Excellency indicating that the Government of the United States of Brazil is prepared to undertake a complete exchange of official publications with the Government of the United States of America in accordance with the foregoing provisions, the agreement shall be considered to be concluded and in effect as of the date of such note from Your Excellency.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

Enclosures:
1. List No. 1.
2. List No. 2.

His Excellency
CARLOS MARTINS
Ambassador of Brazil

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL

No. 109/471. (42) (22) WASHINGTON, *June 24, 1940*

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note of June 15 instant relative to the exchange of official publications between Brazil and the United States of America.

2. Your Excellency advises that the American Government agrees to the said exchange subject to the provisions established by the text of the con-

vention included in Your Excellency's note, it being necessary in order that this convention may enter into force merely for the Brazilian Government, through me, to indicate that it likewise agrees to this exchange.

3. In reply, I inform Your Excellency, exercising the full powers conferred on me, that the Government of the United States of Brazil agrees to the exchange in question, subject to the provisions of the convention included by Your Excellency in the above-mentioned note.

I take the occasion to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency CORDELL HULL
Secretary of State
of the United States of America

LIST NO. 1

LIST OF BRANCHES, DEPARTMENTS, BUREAUS, OFFICES, AND INSTITUTIONS OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA THE PUBLICATIONS OF WHICH ARE TO BE FURNISHED IN ACCORDANCE WITH THE AGREEMENT FOR THE EXCHANGE OF OFFICIAL PUBLICATIONS BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL; TOGETHER WITH AN INDICATION OF THE PRINCIPAL SERIAL PUBLICATIONS OF THOSE BRANCHES, DEPARTMENTS, BUREAUS, OFFICES, AND INSTITUTIONS.

AGRICULTURE DEPARTMENT
- Crops and Markets, monthly
- Department Leaflet
- Farmers' Bulletin, irregular
- Journal of Agricultural Research, semi-monthly
- Miscellaneous publications
- Technical Bulletin, irregular
- Yearbook of Agriculture, bound

Agricultural Chemistry and Engineering Bureau
- Report, annual

Agricultural Economics Bureau
- Agricultural Situation, monthly
- Report, annual

Animal Industry Bureau
- Service and Regulatory Announcements

Chemistry and Soils Bureau
- Soil Survey Reports
- Report, annual

Dairy Industry Bureau
- Report, annual

Entomology and Plant Quarantine Bureau
- Report, annual

Experiment Stations Office
- Experiment Station Record, monthly
- Report on Agricultural Experiment Stations, annual

Extension Service
- Extension Service Review, monthly

Farm Credit Administration
- Report, annual
- News for Farmer Cooperatives, monthly

Food and Drug Administration
- Service and Regulatory Announcements

Forest Service
Fire Control Notes, quarterly
Report, annual
Home Economics Bureau
Report, annual
Information Office
Report, annual
Plant Industry Bureau
Rural Electrification Administration
Report, annual
Rural Electrification News, monthly
Soil Conservation Service
Report, annual
Soil Conservation, monthly
Weather Bureau
Climatological Data for the United States, monthly
Monthly Weather Review

BUREAU OF THE BUDGET
Budget, annual, bound

CIVIL AERONAUTICS AUTHORITY
Air Commerce Bulletin, monthly

CIVIL SERVICE COMMISSION
Official Register of the United States, annual, bound
Report, annual

COMMERCE DEPARTMENT
Annual Report of the Secretary of Commerce
Census Bureau
Decennial Census
Biennial Census of Manufactures
Birth, Stillbirth and Infant Mortality Statistics, annual
Financial Statistics of Cities over 100,000, annual
Financial Statistics of State and Local Governments, annual
Mortality Statistics, annual
County and City Jails, Prisoners, annual
Prisoners in State and Federal Prisons, annual
Statistical Abstract, annual
Coast and Geodetic Survey
Special publications
Foreign and Domestic Commerce Bureau
Commerce Reports, weekly
Comparative Law Series, monthly
Foreign Commerce and Navigation, annual, bound
Monthly Summary of Foreign Commerce
Survey of Current Business
Trade Information Bulletin
Trade Promotion Series
Marine Inspection and Navigation Bureau
Merchant Marine Statistics, annual
Merchant Vessels of the United States, annual
National Bureau of Standards
Circular
Journal of Research, monthly
Technical News Bulletin, monthly
Patent Office
Official Gazette, weekly
Index of Trade Marks, annual
Index of patents, annual

CONGRESS
Congressional Record, bound
Congressional Directory, bound
Statutes at Large, bound
Code of Laws and supplements, bound

House of Representatives
Journal, bound
Documents, bound
Reports, bound
Senate
Journal, bound
Documents, bound
Reports, bound

COURT OF CLAIMS
Reports of Cases Decided

COURT OF CUSTOMS AND PATENT APPEALS
Reports (decisions), bound

DISTRICT OF COLUMBIA
Reports of the various departments of the local government

EMPLOYEES' COMPENSATION COMMISSION
Report, annual

FEDERAL COMMUNICATIONS COMMISSION
Report, annual
Decisions

FEDERAL DEPOSIT INSURANCE CORPORATION

FEDERAL LOAN AGENCY
Federal Home Loan Bank Board
Federal Home Loan Bank Review, monthly
Federal Housing Administration
Report, annual
Insured Mortgage Portfolio, monthly
Reconstruction Finance Corporation
Reports

FEDERAL POWER COMMISSION
Report, annual

FEDERAL RESERVE SYSTEM
Federal Reserve Bulletin, monthly
Report, annual

FEDERAL SECURITY AGENCY
Civilian Conservation Corps
Education Office
National Youth Administration
Public Health Service
Social Security Board
Social Security Bulletin, monthly
Report, annual

FEDERAL TRADE COMMISSION
Report, annual
Decisions, bound

FEDERAL WORKS AGENCY
Public Buildings Administration
Public Roads Administration
Public Roads, A Journal of Highway Research, monthly
Public Works Administration
United States Housing Authority
Work Projects Administration

GENERAL ACCOUNTING OFFICE
Decisions of the Comptroller-General, bound

GOVERNMENT PRINTING OFFICE
Report, annual
Documents Office
Documents Catalog, biennial
Monthly Catalog, United States Public Documents

INTERIOR DEPARTMENT
Decisions of the Department of the Interior
Report, annual
Biological Survey Bureau
North American Fauna
Fisheries Bureau
Bulletin
Fishery Circular
Investigational Report
General Land Office
Geological Survey
Bulletin
Professional Paper
Water Supply Papers
Mines Bureau
Bulletin
Minerals Yearbook
Technical Paper
National Park Service
Reclamation Bureau
Reclamation Era, monthly

INTERSTATE COMMERCE COMMISSION
Report, annual
Annual Report on Statistics of Railways
Interstate Commerce Commission Reports (decisions), bound

JUSTICE DEPARTMENT
Annual Report of the Attorney General
Opinions of the Attorney General
Prisons Bureau
Federal Offenders, annual

LABOR DEPARTMENT
Report, annual
Children's Bureau
Bulletin
The Child, Monthly News Summary
Immigration and Naturalization Service
Labor Standards Division
Bulletin
Industrial Health and Safety Series
Labor Standards, monthly
Labor Statistics Bureau
Bulletin
Monthly Labor Review
Women's Bureau
Bulletin

LIBRARY OF CONGRESS
Report, annual, bound
Copyright Office
Catalog of Copyright Entries
Documents Division
Monthly Checklist of State Publications
Legislative Reference Service
State Law Index, biennial, bound

MARITIME COMMISSION
Maritime Commission Reports
Report on Water-Borne Foreign Commerce, annual

NATIONAL ACADEMY OF SCIENCES
Report, annual

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
Report, annual
Bibliography of Aeronautics, annual
Technical Reports

NATIONAL ARCHIVES
Report, annual
Federal Register, bound

NATIONAL LABOR RELATIONS BOARD
Report, annual
Decisions

NATIONAL MEDIATION BOARD
Report, annual

NATIONAL RAILROAD ADJUSTMENT BOARD
Awards

NATIONAL RESOURCES PLANNING BOARD
Reports

NAVY DEPARTMENT
Annual Report of the Secretary of the Navy
Engineering Bureau
Hydrographic Office
Publications
Marine Corps
Medicine and Surgery Bureau
Naval Medical Bulletin, quarterly
Annual Report of the Surgeon General
Naval War College
International Law Situations, annual, bound
Nautical Almanac Office
American Ephemeris and Nautical Almanac, annual
American Nautical Almanac, annual
Navigation Bureau
Navy Directory, quarterly
Register, annual
Supplies and Accounts Bureau
Naval Expenditures, annual

OFFICE OF GOVERNMENT REPORTS
United States Government Manual

POST OFFICE DEPARTMENT
Postal Guide, annual with monthly supplements
Annual Report of the Postmaster General
Postal Savings System
Annual Report

PRESIDENT OF THE UNITED STATES
Addresses and messages

RAILROAD RETIREMENT BOARD
Report, annual

SECURITIES AND EXCHANGE COMMISSION
Decisions
Report, annual

SMITHSONIAN INSTITUTION
Report, annual
Ethnology Bureau
Report, annual
Bulletin

National Museum
Report, Annual

STATE DEPARTMENT
Arbitration Series
Conference Series
Department of State Bulletin, weekly
Executive Agreement Series
Foreign Relations, annual, bound
Inter-American Series
Territorial Papers of the United States, bound
Treaty Series

SUPREME COURT
Official Reports, bound

TARIFF COMMISSION
Report, annual
Miscellaneous Series
Reports

TAX APPEALS BOARD
Board of Tax Appeals Reports

TREASURY DEPARTMENT
Annual Report on the State of the Finances
Combined Statement of Receipts, Expenditures, Balances, etc.
Treasury Decisions, bound
Bookkeeping and Warrants Division
Digest of Appropriations, annual
Coast Guard
Register, annual
Comptroller of the Currency
Report, annual
Internal Revenue Bureau
Internal Revenue Bulletin, weekly
Annual Report of the Commissioner of Internal Revenue
Statistics of Income
Mint Bureau
Report, annual
Narcotics Bureau
Procurement Division

VETERANS' ADMINISTRATION
Report, annual
Medical Bulletin, quarterly

WAR DEPARTMENT
Report of the Secretary of War, annual
Adjutant General's Department
Official Army Register, annual
Army List and Directory, semi-annual
Army Medical Department
Index-Catalogue
Engineer Department
Report of the Chief of Engineers (including the commercial statistics of water-borne commerce), annual
Rivers and Harbors Board
Port Series
General Staff Corps
Medical Department
Report of the Surgeon General, annual
Military Intelligence Division
National Guard Bureau
Ordnance Department
Quartermaster General
Signal Office

LIST NO. 2

Convênio para a Troca de Publicações Oficiais entre o Brasil e os Estados Unidos

Relação de Repartições oficiais cujas publicações poderão, desde já, ser permutadas com as dos Estados Unidos e que deverá figurar anexa ao Convênio.

CI.31/471.(42)(22)/1940/Anexo/único

Repartição editora	Nome da publicação	Data da fundação	Principal destino ou finalidade	Espécie	Periodicidade	Tiragem de cada edição	Distribuição
Ministério da Marinha							
Estado Maior da Armada	Revista Marítima Brasileira.	1881	Assuntos técnicos navais.	Revista	Bi-mensal	2.000	Paga (Brasil e exterior).
Diretoria do Pessoal da Armada	Legislação de Marinha	1723	Legislação	Livro	Anual	2.000	Na Marinha
Diretoria de Navegação	Aviso aos Navegantes		Alterações marítimas.	Boletim	Quinzenal		Gratúita (Brasil e exterior)
Diretoria de Navegação	Anais Hidrográficos	1933	Trabalhos hidrográficos.	Revista	Anual	600	Paga (Brasil e exterior)
Ministério da Guerra							
Secretaria Geral	Almanaque de Guerra	1849	Divulgação dos quadros de oficiais, sargentos, etc.	Almanaque	Anual	2.000	Paga (Brasil)
Diretoria de Saúde do Exército	Revista de Medicina Militar	1915	Trabalhos de medicina militar	Revista	Trimestral	1.000	Paga e gratúita (Brasil e exterior)
Hospital Central do Exército	Anais do Hospital Central do Exército	1936		Boletim	Anual	1.000	Gratúita (Brasil e exterior)
Ministério da Agricultura							
Publicidade Agrícola	Boletim do Ministério da Agricultura	1911	Publicidade agricola	Boletim	Trimestral	4.000	Gratúita (Brasil e exterior)
Diretoria de Estatística da Produção.	Revista de Economia e Estatística	1936	Estatística e econômica	Revista	Trimestral	4.000	Gratúita (Brasil e exterior)
Instituto de Biologia Animal.	Revista D.N.P.A.	1934		Revista	Trimestral		

LIST NO. 2—continued

CONVÊNIO PARA A TROCA DE PUBLICAÇÕES OFICIAIS ENTRE O BRASIL E OS ESTADOS UNIDOS—Continua

Relação de Repartições oficiais cujas publicações poderão, desde já, ser permutadas com as dos Estados Unidos e que deverá figurar anexa ao Convênio—Continua

CI/31/471.(42)(22)/1940/Anexo/único

Repartição editora	Nome da publicação	Data da fundação	Principal destino ou finalidade	Espécie	Periodicidade	Tiragem de cada edição	Distribuição
Ministério da Educação							
Biblioteca Nacional	Anais da Biblioteca Nacional do Rio de Janeiro.	1876	Trabalhos bibliográficos.	Livro	Anual	1. 000	Paga e gratúita (Brasil e exterior)
Biblioteca Nacional	Documentos Históricos	1928	Divulgação de documentos históricos	Livro	Trimestral	1. 000	Paga e gratúita (Brasil e exterior)
Biblioteca Nacional	Boletim Bibliográfico	1919	Aquisições feitas por contribuição lega	Boletim	Semestral	1. 000	Paga e gratúita (Brasil e exterior)
Departamento Nacional de Saúde Pública	Arquivos de Higiene	1927	Trabalhos e observações científicas	Boletim	Mensal	2. 000	Gratúita (Brasil e exterior)
Departamento Nacional de Saúde Pública	Boletim Mensal	1892	Dados estatísticos demográficos e sanitários	Boletim	Mensal	2. 000	Gratúita (Brasil e exterior)
Departamento Nacional de Saúde Pública	Boletim Semanal	1902	Idem, idem	Boletim	Semanal	2. 000	Gratúita (Brasil e exterior)
Escola Nacional de Música	Revista Brasileira de Música	1934	Cultura musical	Revista	Trimestral	1. 500	Paga e gratúita (Brasil e exterior)
Faculdade de Direito	Revista Jurídica	1933	Cultura jurídica	Revista	Irregular	1. 000	Paga (Brasil e exterior)
Museu Nacional	Arquivos do Museu Nacional	1876	História Natural	Livro	Irregular	1. 600	Gratúita (Brasil e exterior)
Museu Nacional	Boletim do Museu Nacional	1923	História Natural	Boletim	Trimestral	1. 600	Gratúita (Brasil e exterior)
Observatório Nacional	Anuário do Observatório Nacional	1885	Assuntos técnicos do Observatório	Boletim	Anual	3. 500	Gratúita (Brasil e exterior)

Observatório Nacional	Táboa das Marés		Assuntos técnicos do Observatório	Boletim	Anual	2. 500	Gratúita (Brasil e exterior)
Instituto Oswaldo Cruz	Memórias do Instituto Oswaldo Cruz.	.	Pesquizas científicas	Livro	Trimestral	2. 000	Gratúita (Brasil e exterior)
Serviço do Patrimônio Histórico e Artístico Nacional	Revista do Serviço do Patrimônio Histórico e Artístico Nacional	.	.	Revista	Anual	2. 000	Paga (Brasil)
Manicômio Judiciário	Arquivos do Manicômio Judiciário do Rio de Janeiro	1930	Psicologia e estudos de medicina legal	Revista	Semestral	600	Gratúita (Brasil e exterior)
Colégio Pedro II	Anuário do Colégio Pedro II	1914	Assuntos colegiais e educacionais	Livro	Anual	3. 000	Gratúita (Brasil e exterior)
Ministério da Fazenda							
Diretoria de Estatística Econômica e Financeira	Comércio Exterior do Brasil	1901	Divulgação de dados estatísticos	Boletim	Anual	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Comércio de Cabotagem do Brasil	.	Divulgação de dados estatísticos	Boletim	Anual	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Movimento Marítimo	1901	Divulgação de dados estatísticos	Boletim	Anual	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Movimento Bancário	1901	Divulgação de dados estatísticos	Boletim	Anual	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Movimento Bancário	1901	Divulgação de dados estatísticos	Boletim	Trimestral	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Comércio Exterior do Brasil	1901	Divulgação de dados estatísticos	Boletim	Trimestral	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Comércio de Cabotagem do Brasil	1927	Divulgação de dados estatísticos	Boletim	Trimestral	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeria	Estatísticas Econômicas	1934	Divulgação de dados estatísticos	Boletim	Trimestral	3. 500	Gratúita (Brasil e exterior)

LIST NO. 2—continued

CONVÊNIO PARA A TROCA DE PUBLICAÇÕES OFICIAIS ENTRE O BRASIL E OS ESTADOS UNIDOS—Continua

Relação de Repartições oficiais cujas publicações poderão, desde já, ser permutadas com as dos Estados Unidos e que deverá figurar anexa ao Convênio—Continua

CI/31/471.(42)(22)/1940/Anexo/único

Repartição editora	Nome da publicação	Data da fundação	Principal destino ou finalidade	Espécie	Periodicidade	Tiragem de cada edição	Distribuição
Directoria de Estatística Econômica e Financeira	Comércio Exterior do Brasil	1901	Divulgação de dados estatísticos	Folheto	Mensal	3. 500	Gratúita (Brasil e exterior)
Diretoria de Estatística Econômica e Financeira	Exportação de Café para o estrangeiro	1901	Divulgação de dados estatísticos	Folheto	Mensal	3. 500	Gratúita (Brasil e exterior)
Caixa de Amortização	Demonstrações das Emissões de Apólices da Dívida Pública	1924	Finanças e circulação de títulos da dívida Pública	Boletim	Anual	200	Gratúita (Brasil).
Ministério da Justiça							
Imprensa Nacional	Diário Oficial (1)	1862	Átos do Govêrno Federal	Jornal	Diário	13. 000	Paga (Brasil e exterior)
Imprensa Nacional	Diário de Justiça	1925	Átos do Poder Judiciário	Jornal	Diário	2. 000	Paga (Brasil e exterior)
Imprensa Nacional	Revista da Propriedade Industrial	1934	Expediente do Departamento	Revista	Diária	13. 000	Paga (Brasil e exterior)
Imprensa Nacional	Revista do Instituto Histórico e Geográfico.	1839	História e geografia	Revista	Irregular	1. 000	Gratúita (Brasil e exterior)
Imprensa Nacional	Diário do Poder Legislativo	1930	Átos do Poder Legislativo	Jornal	Diário	2. 000	Paga (Brasil e exterior)

Diretoria Geral de Comunicações e Estatística da Polícia do Distrito Federal	Arquivos da Polícia Civil do Distrito Federal	1933	Criminalogia e estatística	Revista	Trimestral	500	Gratúita (Brasil e exterior)
Instituto de Identificação da Polícia do Distrito Federal	Arquivos de Medicina Legal e Identificação	1931	Identificação e estatística criminal	Livro	Irregular	2. 000	Gratúita (Brasil e exterior)
Imprensa Nacional	Diário Oficial (2)	.	Átos do Prefeito	Jornal	Diário	4. 000	Paga (Brasil e exterior)
Ministério do Trabalho							
Departamento de Estatística e Publicidade	Boletim do Ministério do Trabalho, Indústria e Comércio	1934	Propaganda, estatística e assuntos de ordem social	Boletim	Mensal	5. 000	Gratúita (Brasil e exterior)
Departamento Nacional da Propriedade Industrial	Revista do Departamento Nacional da Propriedade Industrial	1929	Propriedade industrial	Revista	Mensal	1. 000	Gratúita (Brasil e exterior)
Departamento Nacional de Indústria e Comércio	Boletim do Departamento Nacional de Indústria e Comércio	1934	Indústria e comércio	Boletim	Mensal	2. 500	Gratúita (Brasil e exterior)
Ministério da Viação							
Departamento de Aeronáutica Civil	Estatística do Tráfego Aéreo-Comercial no Brasil	1927	Estatística do movimento aeronáutico	Folheto	Trimestral	500	Gratúita (Brasil e exterior)
Departamento de Aeronáutica Civil	Boletim do D.A.C.	.	Assuntos concernentes a Aeronáutica Civil	Boletim	Trimestral	1. 000	Gratúita (Brasil e exterior)
Departamento dos Correios e Telegráfos	Almanaque do Pessoal	1936	Assuntos concernentes ao pessoal dos serviços postais e telegráficos	Almanaque	Irregular	1. 000	Gratúita nas repartições
Departamento dos Correios e Telegráfos	Boletim Postal e Telegráfico	1932	Assuntos técnicos e concernentes ao pessoal dos serviços postais e telegráficos	Boletim	Mensal	10. 000	Gratúita (Brasil)

LIST NO. 2—continued

CONVÊNIO PARA A TROCA DE PUBLICAÇÕES OFICIAIS ENTRE O BRASIL E OS ESTADOS UNIDOS—Continua

Relação de Repartições oficiais cujas publicações poderão, desde já, ser permutadas com as dos Estados Unidos e que deverá figurar anexa ao Convênio—Continua

CI/31/471.(42)(22)/1940/Anexo/único

Repartição editora	Nome da publicação	Data da fundação	Principal destino ou finalidade	Espécie	Periodicidade	Tiragem de cada edição	Distribuição
Ministério do Exterior							
Secretaria de Estado	Almanaque de Pessoal	1916	Assuntos referentes ao pessoal da carreira diplomatica	Folheto	Anual	1.000	Gratúita (Brasil e exterior)
Secretaria de Estado	Anais do Itamaraty	1937	.	Brochura	Anual	1.000	Gratúita (Brasil e exterior)
Secretaria de Estado	"Brasil"	1930	Propaganda do Brasil	Brochura	Anual	10.000	Gratúita (Brasil e exterior)
Prefeitura							
Diretoria de Engenharia	Revista da D. E.	1932	Assuntos técnicos sôbre engenharia	Revista	Mensal	.	Paga (Brasil e exterior)
Secretaria de Saúde e Assistência	Boletim da Secretaria de Saúde e Assistência	1935	Trabalhos sôbre saúde e assistência	Boletim	Trimestral	2.000	Gratúita (Brasil e exterior)
Biblioteca Municipal	Boletim Bibliográfico	1931	Movimento da Biblioteca	Boletim	Anual	1.000	Gratúita (Brasil)
Diversas							
Departamento Administrativo do Serviço Público	Revista do Serviço Público	1937	Técnica administrativa	Revista	Mensal	5.000	Paga (Brasil e exterior)
Instituto Brasileiro de Geografia e Estatística	Anuário Estatístico	.	Sinopse da estatística brasileira	Brochura	Anual	.	Gratúita (Brasil e exterior)
Instituto Brasileiro de Geografia e Estatística	Revista Brasileira de Geografia	1939	Divulgação de conhecimentos geográficos	Revista	Trimestral	.	Gratúita (Brasil e exterior)

CUSTOMS PRIVILEGES FOR FOREIGN SERVICE PERSONNEL

Exchange of notes at Rio de Janeiro October 11, 1940
Entered into force October 11, 1940

54 Stat. 2419; Executive Agreement Series 185

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF BRAZIL
RIO DE JANEIRO, *October 11, 1940*

No. 606

EXCELLENCY:

With reference to Your Excellency's note No. C/75/924.81(22)(42) of April 24th last, I have the honor to inform Your Excellency that the Government of the United States is disposed to conclude an agreement with the Government of Brazil by means of an exchange of notes providing, on a basis of reciprocity, that the diplomatic and consular representatives of the United States and the clerical personnel attached to the American Embassy and the American consular offices in Brazil, who are nationals of the United States; and that the diplomatic and consular representatives of Brazil and the clerical personnel attached to the Brazilian Embassy and Brazilian consular offices in the United States, who are nationals of Brazil, will be permitted to import, free from the payment of duties, articles for their personal use, if they are not engaged in any other private occupation for gain and if the article is not one the importation of which is prohibited, respectively, by the laws of Brazil and by the laws of the United States of America.

I would appreciate it if Your Excellency would be good enough to indicate in writing that the Brazilian Government considers the agreement concluded by this exchange of notes.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO
October 11, 1940

C/180/924.81(22)(42)

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of note no. 606, of even date, in which Your Excellency informs me that the Government of the United States of America is disposed to conclude an agreement by means of an exchange of notes, based on the principle of strict reciprocity, which would permit career and other personnel of the United States of America attached to the Embassy and accredited consular offices in Brazil, who are the nationals of the former country, and Brazilian career and other personnel attached to the Embassy and accredited consular offices in the United States of America, who are Brazilian nationals, to import, free from the payment of duties, in the countries in which they reside, any and all articles for their personal use, if they are not engaged in another occupation for the purpose of gain, and if the article is not one the importation of which is prohibited, respectively, by the laws of Brazil and by the laws of the United States of America.

2. In reply, and confirming this Ministry's note no. C/75/924.81(22)(42) of April 24 last, I take pleasure in informing Your Excellency that the Brazilian Government, agreeing with the suggestion of the Government of the United States of America, accepts the agreement in the terms expressed above and considers it concluded by the exchange of these two notes.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

His Excellency
Mr. JEFFERSON CAFFERY
Ambassador of the United States of America

MILITARY AND MILITARY AVIATION MISSION

Agreement signed at Rio de Janeiro January 17, 1941
Entered into force January 17, 1941
Suspended by exchange of notes at Washington February 8 and April 21, 1943 [1]
Expired January 17, 1945

55 Stat. 1225; Executive Agreement Series 202

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRASIL

In conformity with the request of the Ambassador of the United States of Brazil in Washington, D.C., the President of the United States of America has authorized the appointment of a Military and Military Aviation Mission to Brazil under the conditions of the following Agreement signed in Rio de Janeiro by the representatives of the two interested Governments.

TITLE I

Purpose and Duration

Article 1—The purpose of the United States Military and Military Aviation Mission is to cooperate in technical matters with the Brazilian Ministry of War with the object of increasing and perfecting the efficiency of the Brazilian Army in Coast Artillery and Aviation, and in the various subjects correlated with both.

Article 2—The Mission shall continue for four years from the date of signing of this Agreement, unless extended, or terminated sooner, as herein provided.

Article 3—The Government of the United States of America may replace any member of the Mission who has exercised his functions in Brazil during a period of not less than two years.

Article 4—The Government of the United States of Brazil may, by means of a note of proposal to the Government of the United States of America, six months prior to expiration of this Agreement, suggest an extension thereof for such period as may be agreed upon by the two Governments.

[1] Not printed.

Article 5—This Agreement may be terminated prior to the time specified in Article 2 in the following manner:

a) By written notice three months in advance by either of the two Governments to the other;

b) As a measure in the public interest or because of internal or external hostilities in either of the two countries, in which case compliance with (a) shall be waived.

Title II

Composition and Personnel

Article 6—The United States Military and Military Aviation Mission shall be composed of a Chief—a Brigadier General, Colonel or Lieutenant Colonel on the active list of the Regular Army of the United States of America—and of such personnel of the Regular Army and Army Air Corps as the Brazilian Ministry of War, in agreement with the United States War Department, may indicate through the intermediary of the former's authorized representative in Washington.

Article 7—The military personnel now serving with the United States Military Mission may continue in their functions under the conditions of this Agreement, their time of previous service in Brazil to be credited to them in each case for the purposes of Article 2.

Title III

Duties, Rank and Precedence

Article 8—The members of the United States Military and Military Aviation Mission shall perform the duties assigned to them by the Chief of the Mission with the approval of the Brazilian Minister of War to whom, through the Chief of the Mission, they shall be solely responsible.

Article 9—Each member of the Mission shall continue to hold his rank in the Army of the United States of America, and shall wear the uniform and be governed by the Regulations thereof.

Article 10—The members of the Mission shall enjoy the prerogatives and privileges fixed by the Regulations of the Brazilian Army for officers and enlisted personnel of identical rank and grade but shall take precedence within each such rank or grade.

Title IV

Compensation and Perquisites

Article 11—During their service with the Mission, its members shall receive from the Brazilian Government the following annual compensation in Brazilian paper currency payable in twelve equal installments on the last day of each month:

Chief of Mission	Rs. 72:000$000
Lieutenant Colonel	66:000$000
Major	60:000$000
Captain	54:000$000
First Lieutenant	48:000$000
Non-commissioned officer	26:000$000

Article 12—Aviation officers shall also receive flight pay amounting to Rs. 1:000$000 per month provided the Chief of the Mission, by written communication, certifies that they have fulfilled the requirements of the United States Army Regulations.

Article 13—The compensation fixed in the two preceding articles shall be exempt from all Brazilian Federal and State taxes during the period of this Agreement and the Ministry of War shall reimburse any charge which may be imposed as a consequence of future taxes which may be levied in Brazil.

Article 14—Each member of the Mission shall receive compensation for accrued leave and for the period necessary for travel to and from Brazil computed on the basis of the shortest usually traveled sea route between New York and Rio de Janeiro. Compensation for the return voyage to New York shall be paid in advance.

Article 15—The members of the Mission shall be furnished by the Government of the United States of Brazil with first-class passage for themselves and their families from New York to Rio de Janeiro and from Rio de Janeiro to New York by the shortest usually traveled sea route.

Article 16—The expenses for transportation of furniture, baggage and one automobile for each member of the Mission, including the cost of unloading on arrival and of packing and loading on departure, between New York and his residence in Brazil, shall be defrayed once in each direction by the Brazilian Government. Expenses for other shipments will not be paid by either Government except where such shipments are required by circumstances beyond the control of the member of the Mission concerned, in which case the Government responsible therefor shall bear the cost.

Article 17—The transportation expenses of the family, furniture, and automobile of personnel who, at the request of the Minister of War of Brazil, may join the Mission for temporary duty, shall be defrayed in accordance with a separate agreement in each case between the Secretary of War of the United States of America and the representative in Washington of the Brazilian Ministry of War.

Article 18—The Government of the United States of Brazil shall grant, on request of the Chief of the Mission, free entry into Brazilian ports for articles of personal and family use.

Article 19—If, as a result of action on the part of the Government of the United States of America, the services of any members of the United States Military and Military Aviation Mission should terminate prior to the mini-

mum period of two years, he shall not be entitled to the benefits of the return voyage stipulated by Articles 14, 15 and 16.

Article 20—Should the Government of the United States of America detach any member of the Mission for breach of discipline, no cost of the return shall be borne by the Government of the United States of Brazil.

Article 21—If the services of any member of the Mission should terminate prior to the completion of two years from motives other than those specified in the foregoing Articles, he shall receive from the Brazilian Government all the compensation and allowances to which he would have been entitled upon the completion of two years, and shall be entitled to the benefits of Article 14 of this Title.

Article 22—Transportation and travel expenses in Brazil on the official business of the Brazilian Government shall be defrayed by that Government in accordance with Article 10.

Article 23—The Chief of the Mission shall be furnished by the Brazilian Government with a suitable automobile, with chauffeur, and upon advance requisition a properly equipped aircraft shall be supplied for the use of the members of the Mission either for official business or for the occasional training flights required by the Regulations of the United States Army; at the same time authority is granted to the personnel of the Mission to fly over Brazilian territory in United States Army aircraft after prior understanding with the Minister of War of Brazil.

Neither the United States Government nor any member of the Mission shall assume any responsibility for damage of material or equipment, or for injuries to or deaths of third persons, caused by or resulting from accidents occurring during any of these service flights.

Article 24—Suitable offices shall be made available for the members of the Mission.

Article 25—Should any member of the Mission, or of his family, die in Brazil, the Brazilian Government shall have the body transported to such city in the United States of America as the family of the deceased may indicate, but the cost to the Brazilian Government shall not exceed the cost of transporting the remains from the place of decease to New York City.

Should the deceased be a member of the Mission, his services shall be considered to have terminated fifteen days after his death.

Return transportation to New York City for the family of the deceased and for their baggage, furniture and automobile shall be provided as prescribed by Articles 15 and 16.

All compensation due the deceased member, including salary for the fifteen days subsequent to his death, and reimbursement for expenses and transportation due him for travel on Brazilian official business, shall be paid to the widow or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but no payments shall be made for accrued leave due and not taken by the deceased.

All payments due the widow or other person designated by the deceased under the provisions of this Article, shall be effected prior to the departure of the widow or other designated person from Brazil, and within fifteen days of the decease.

Title V

Requisites and Conditions

Article 26—So long as this Agreement, or any extension thereof, is in effect, the Brazilian Government shall not engage the services of any personnel of any other foreign government for duties pertaining to the Coast Artillery and Military Aviation.

Article 27—No member of the Mission shall divulge or reveal in any manner to any foreign government or person whatsoever, any matter of a secret, confidential, or restricted nature of which he may become cognizant in his capacity as a member of the Mission.

This requirement shall continue to be binding after termination of duty with the Mission, and after the expiration or cancelation of this Agreement or any extension thereof.

Article 28—The term *family* throughout the text of this Agreement shall be construed to mean for all relevant purposes: Wife, minor sons and unmarried daughters.

Article 29—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year.

Unused leave shall be cumulative from year to year during service as a member of the Mission.

Article 30—The leave provided for in the preceding Article may be taken abroad, but the travel and transportation expenses incident thereto shall be borne by the officer taking the leave. All travel time shall count as leave and shall not be in addition to that authorized in the preceding Article.

Article 31—The Brazilian Government agrees to grant leave requested by the Chief of the Mission in writing, provided that it does not interfere with the efficiency of the service.

Article 32—Except when otherwise agreed upon in advance by the respective Governments, reliefs shall be effected by personal contact in Brazil between retiring members and the relieving members.

Article 33—Medical attention shall be furnished by the Government of Brazil to the members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, if an officer, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Brazilian authorities, and all expenses of treatment of the illness or injury, while the patient is a member of the Mission and remains in Brazil, shall be paid by the Government of Brazil.

If the hospitalized member is an officer, he shall pay only his subsistence; if, however, he is an enlisted man, subsistence shall be paid by the Brazilian Government provided he accepts treatment in the *Hospital Central do Exército*.

The privileges accorded by this Article to the members of the Mission shall be accorded equally to their families, except that the head of the family shall in each case be responsible for subsistence expenditures incurred in connection with the hospitalization of a member of his family, it being understood that the rights established in Article 10 shall be respected.

Article 34—Any member of the Mission unable to perform his duties by reason of long continued physical disability shall be replaced.

Article 35—This Agreement shall come into force on the date of signature and shall replace, as of the same date, the Agreement between the two Governments signed on November 12, 1938, for a United States Military Mission to Brazil.[2]

IN FAITH WHEREOF, the undersigned, being duly authorized, have signed the present Agreement in duplicate in the Portuguese and English languages at Rio de Janeiro, United States of Brazil, this 17th day of January, 1941.

OSWALDO ARANHA
Minister of Foreign Affairs
ENRICO G. DUTRA
Minister of War
WILLIAM C. BURDETT
Representative of the American Government

[2] EAS 135, *ante*, p. 877.

LEND-LEASE [1]

Agreement signed at Washington October 1, 1941
Entered into force October 1, 1941
Superseded by agreement of March 3, 1942 [2]

1941 For. Rel. (VI) 534

Whereas the United States of America and the United States of Brazil declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,[3] they, together with all the other American republics, are united in the defense of the Americas, determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

Whereas the President of the United States of America has determined pursuant to the Act of the Congress of the United States of America of March 11, 1941,[4] and the President of the United States of Brazil has determined, that the defense of each of the American republics is vital to the defense of all of them; and

Whereas the United States of America and the United States of Brazil are mutually desirous of concluding an Agreement for the providing of defense articles, strategic or critical materials, and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the United States of Brazil have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

Article I

The United States of America proposes to transfer to the United States of Brazil under the terms of this Agreement armaments and munitions of war to a total value of about $100,000,000. The United States of America proposes

[1] Arrangements for full settlement within basic terms of lend-lease agreement were effected by exchanges of notes Apr. 15, 1948, and Apr. 19, 1950; final payments were made and reported in 35th and 36th Reports to Congress on Lend-Lease Operations, pp. 2 and 3.

[2] *Post*, p. 909.

[3] *Ante*, vol. 3, p. 534.

[4] 55 Stat. 31.

to begin deliveries immediately and to continue deliveries as expeditiously as practicable during the coming twelve months to an approximate total value of $15,000,000 for use by the Brazilian Army and an approximate total value of $1,000,000 for use by the Brazilian Navy.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the United States of Brazil similarly reserves the right to suspend, defer, or stop acceptance or deliveries under the present Agreement, when, in the opinion of the President of the United States of Brazil, the defense needs of the United States of Brazil or the Western Hemisphere are not served by continuance of the deliveries.

ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less often than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the United States of Brazil shall pay in dollars into the Treasury of the United States of America the total cost to the United States of America of the defense articles theretofore delivered up to a total of $35,000,000, less all payments theretofore made, and the United States of Brazil shall not be required to pay more than a total of $5,833,333.33 before July 1, 1942, more than a total of $11,666,666.66 before July 1, 1943, more than a total of $17,500,000.00 before July 1, 1944, more than a total of $23,333,333.33 before July 1, 1945, more than a total of $29,166,666.66 before July 1, 1946, or more than a total of $35,000,000.00 before July 1, 1947.

ARTICLE III

The United States of America and the United States of Brazil, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the United States of Brazil hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,[5] to cooperate with each other and with other nations to negotiate fair

[5] For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE IV

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles, strategic or critical materials, or defense information which the United States of Brazil is in a position to supply, the United States of Brazil will make such defense articles, materials, and defense information available to the United States of America.

ARTICLE V

The United States of Brazil undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of Brazil.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the United States of Brazil, transfer title to or possession of any defense article or defense information received in accordance with Article IV of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

ARTICLE VI

If, as a result of the transfer to the United States of Brazil of any defense article or defense information, it is necessary for the United States of Brazil to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the United States of Brazil will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article, strategic or critical materials, or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of Brazil who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the United States of Brazil.

ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed at Washington in duplicate, in the English and Portuguese languages, this first day of October, 1941.

For the United States of America:
CORDELL HULL
Secretary of State of the United States of America

For the United States of Brazil:
CARLOS MARTINS PEREIRA E SOUSA
Ambassador Extraordinary and Plenipotentiary of the United States of Brazil at Washington

[SEAL]

LEND-LEASE [1]

Agreement signed at Washington March 3, 1942
Entered into force March 3, 1942

1942 For. Rel. (V) 815

Whereas the United States of America and the United States of Brazil on the first day of October 1941 [2] concluded an Agreement for the providing of defense articles and defense information by either country to the other country; and

Whereas the United States of America and the United States of Brazil are both desirous of modifying the Agreement concluded on the first day of October 1941 to the advantage of both parties; and

Whereas the United States of America and the United States of Brazil declare in conformity with the principles set forth in the Final Act of the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro, approved January 28, 1942, their determination to cooperate jointly for their mutual protection until the effects of the present aggression against the Continent have disappeared; and

Whereas the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,[3] and the President of the Republic of the United States of Brazil have determined that the defense of each of the American republics is vital to the defense of all of them;

The undersigned, being duly authorized for that purpose, have agreed as follows:

ARTICLE I

The Agreement concluded by the United States of America and the United States of Brazil on the first day of October 1941 for the providing of defense articles and defense information by either country to the other country, shall cease to have effect upon the signing of the present Agreement. All deliveries of defense materials or defense information by either country to the other country or any payments made by either country to the other country in

[1] See footnote 1, p. 905.
[2] *Ante*, p. 905.
[3] 55 Stat. 31.

accordance with the terms of the Agreement concluded by the United States of America and the United States of Brazil on the first day of October 1941 shall be deemed to constitute deliveries or payments in accordance with the terms of the present Agreement.

ARTICLE II

The United States of America proposes to transfer to the United States of Brazil under the terms of this Agreement armaments and munitions of war to a total value of about $200,000,000.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the United States of Brazil similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of the United States of Brazil, the defense needs of the United States of Brazil or the Western Hemisphere are not served by the continuance of the deliveries.

ARTICLE III

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

The Government of the United States of America agrees to accord to the Government of the United States of Brazil a reduction of 65 percent in the scheduled cost of the materials delivered in compliance with the stipulations of the present Agreement; and the Government of the United States of Brazil promises to pay in dollars into the Treasury of the United States of America 35 percent of the scheduled cost of the materials delivered. The United States of Brazil shall not be required to pay more than a total of $11,666,666.66 before January 1, 1943, more than a total of $23,333,333.33 before January 1, 1944, more than a total of $35,000,000.00 before January 1, 1945, more than a total of $46,666,666.66 before January 1, 1946, more than a total of $58,333,333.33 before January 1, 1947, or more than a total of $70,000,000.00 before January 1, 1948.

ARTICLE IV

The United States of America and the United States of Brazil, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon

the payments above provided all fiscal obligations of the United States of Brazil hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,[4] to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

ARTICLE V

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the United States of Brazil is in a position to supply, the United States of Brazil will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

ARTICLE VI

The United States of Brazil undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of Brazil.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of the United States of Brazil, transfer title to or possession of any defense article or defense information received in accordance with Article V of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

ARTICLE VII

If, as a result of the transfer to the United States of Brazil of any defense article or defense information, it is necessary for the United States of Brazil to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the United States of Brazil will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to

[4] For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

protect any of the rights of any citizen of the United States of Brazil who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of the United States of Brazil.

ARTICLE VIII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in the English and Portuguese languages, in duplicate, at Washington, this third day of March, 1942.

For the United States of America:
SUMNER WELLES
Acting Secretary of State of the United States of America

For the United States of Brazil:
CARLOS MARTINS PEREIRA E SOUSA
Ambassador Extraordinary and Plenipotentiary of the United States of Brazil at Washington

MOBILIZATION OF PRODUCTIVE RESOURCES

Exchange of notes at Washington March 3, 1942
Entered into force March 3, 1942

57 Stat. 1314; Executive Agreement Series 370

The Brazilian Minister of Finance to the Acting Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, *March 3, 1942*

MR. ACTING SECRETARY OF STATE:

In resolution II of the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio de Janeiro,[1] the Brazilian Government undertook to cooperate to the utmost possible degree with the other American republics in the mobilization of its economic resources with the special objective of increasing the production of strategic materials essential to the defense of the hemisphere and to the maintenance of the economies of Brazil and the other American republics.

The Government of Brazil, through the Economic Mission which I have the honor to head, proposes at once to take measures to carry out that undertaking effectively and to further the program of developing the production of such materials, which are already being produced.

The Government of Brazil believes that the most effective way of carrying out its high purposes will be to create a new official organization to investigate and promote the development of strategic materials and other natural resources of Brazil. The new organization, which might be a new department of the Brazilian Government or a government-controlled corporation, would examine all feasible projects for promoting such a development and would make possible the realization of the projects recommended, either by means of existing enterprises in Brazil or, where suitable entities do not exist, by means of new departments, independent organizations, or private enterprises to be established for that purpose.

In any case, however, the new organization would function as an agency of the Brazilian Government, not for profit, but primarily to promote to the fullest degree possible the development of Brazil's natural resources, in order best to serve the interests of the country and of the other American republics.

[1] For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 119.

The work of the new Brazilian organization would be greatly facilitated if it could have positive assurance of technical assistance from the United States. Moreover, in order to carry out its program, the Brazilian Government, in addition to the funds for local expenditures, which it would provide, would require dollar credits in the approximate total amount of $100,000,000, to be drawn against as needed for dollar expenditures in connection with the projects adopted.

Such credits would be utilized in projects undertaken directly by the Brazilian Government or by private individuals approved by it.

On behalf of the Government of Brazil, and in accordance with understandings between the Brazilian Economic Mission, which I have the honor to head, and the representatives of the Government of the United States, I should greatly appreciate it if Your Excellency's Government would study sympathetically the present program of technical and financial cooperation.

I am firmly convinced that a program of collaboration, such as that outlined above, can be of the greatest value for both of our countries in carrying out the aims of the resolution of the Rio de Janeiro Meeting to mobilize all the economic resources of the hemisphere in our common defense.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

A. DE SZA COSTA

His Excellency
SUMNER WELLES
Acting Secretary of State
of the United States of America

The Acting Secretary of State to the Brazilian Minister of Finance

DEPARTMENT OF STATE
WASHINGTON
March 3, 1942

EXCELLENCY:

I acknowledge the receipt of your note of March 3, 1942, outlining a program for further economic cooperation between the United States and Brazil in furtherance of Resolution II of the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, calling for the mobilization of the productive resources of the American republics.

I have the honor to inform you that the appropriate agencies of the Government of the United States have considered carefully this program and are prepared to extend the financial and expert cooperation essential to its success. I have been informed by the Secretary of Commerce that he is

agreeable to the opening of a line of credit of up to $100,000,000 for the purpose of financing dollar expenditures in connection with specific projects to be undertaken by the Brazilian Government through the agency of the proposed new organization. It is contemplated that such projects shall be undertaken after agreement between the Brazilian Government, acting through the new organization, and the Government of the United States, acting through the Department of Commerce, and that appropriate United States technical and expert assistance shall be made available as necessary and desirable. The Secretary of Commerce will consider and act upon such projects within the period in which the Export-Import Bank of Washington is in a position to provide these credits, and to the extent that its funds may be available for this purpose. Details of the arrangements may be worked out between representatives of the Government of Brazil and the Secretary of Commerce.

It is of course understood that although the United States is desirous of cooperating to the fullest extent in the general development of the Brazilian economy, the carrying out of specific projects which require important amounts of machinery, equipment or other materials produced in the United States must be conditioned upon careful investigation and determination that the particular project will contribute in an important manner to the progress of our war effort and to the security of the Hemisphere, and has accordingly been granted the appropriate priority ratings.

I believe that the cooperative program which the Governments of Brazil and the United States of America are undertaking will constitute a further great step forward in mutually beneficial economic relationships between our two countries and in the mobilization of the economic resources of the Western Hemisphere.

Accept, Excellency, the assurances of my most distinguished consideration.

SUMNER WELLES
Acting Secretary of State

His Excellency
Dr. ARTHUR DE SOUZA COSTA
Minister of Finance of Brazil

219 919—70 — 59

RUBBER PRODUCTION

Exchange of notes at Washington March 3, 1942
Entered into force March 3, 1942
Supplemented by agreement of October 3, 1942 [1]
Modified by agreement of February 8, 1944 [2]
Extended by agreement of June 27 and August 14, 1945 [2]
Expired June 30, 1947

57 Stat. 1318; Executive Agreement Series 371

The Brazilian Minister of Finance to the Acting Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, *March 3, 1942*

MR. ACTING SECRETARY OF STATE:

I have had the honor to exchange notes with Your Excellency today [3] referring to the creation of a Brazilian development organization to which a credit of 100 million dollars will be extended by the Export-Import Bank. This Brazilian organization has been established in consonance with resolution II of the Third Consultative Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro,[4] in virtue of which the Brazilian Government resolved to collaborate with the said republics in the greatest possible degree for the mobilization of their economic resources with a view especially to increasing the production of strategic materials essential to the defense of the hemisphere against armed aggression and to the maintenance of the economy of Brazil and of other American republics.

One of the concrete projects with respect to the development of the resources of Brazil which has been discussed between Your Excellency's Government and the Brazilian Economic Mission, which I have the honor to head, is the one relating to the increase of the production of rubber in the Amazon Valley and adjacent regions. Our discussions on this subject have now reached the stage where I believe it is possible to suggest the following points for the said project:

1. The Rubber Reserve Company, in order to cooperate with the Brazilian Government in the development of rubber in the Amazon Valley

[1] Not printed; for summary of agreement, see 1942 For. Rel. (V) 719.
[2] Not printed.
[3] EAS 370, *ante*, p. 913.
[4] For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 119.

and adjacent regions, will establish a fund of five million dollars to be used to increase the production of rubber in the said valley and regions. It is to be hoped that the expenditure of this sum will result in the increase of exportation of Brazilian rubber to the United States of America, in an annual volume of not less than 25,000 tons.

2. The Bank of Brazil or other department or agency of the Brazilian Government will become the sole and final purchaser of rubber, both for exportation and for domestic consumption, with the exception of the Rubber Reserve Company which, in accord with the Bank of Brazil, will be able to purchase rubber for its own account. The Brazilian Government after reserving quantities adequate for its domestic needs will establish export quotas with a view to furnishing to the United States of America the greatest quantity of rubber.

3. The Rubber Reserve Company will make a five-year agreement with the Bank of Brazil or other department or agency of the Brazilian Government for the acquisition of rubber produced in Brazil.

4. The Rubber Reserve Company will cooperate with the Instituto Agronômico do Norte in the solution of the scientific problems of the development of rubber production in the Amazon Valley and adjacent regions.

5. The Brazilian Government will cooperate fully with the Government of the United States of America to increase the production of crude and manufactured rubber in Brazil.

6. In compliance with resolution XXX approved in the Consultative Meeting of Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro,[5] the Government of the United States of America will furnish the services of the Division of Health and Sanitation established by the Office of the Coordinator of Inter-American Affairs for the development works of the Amazon Valley and adjacent regions, with the objective of carrying out there a program of improvement of sanitary conditions in collaboration with official agencies of other American republics.

In the name of the Brazilian Government and in accordance with the understandings which the Brazilian Economic Mission reached with representatives of the Government of the United States of America, I have the honor to request Your Excellency to be good enough to give consideration to the above-mentioned proposals.

I avail myself of the opportunity to present to Your Excellency the assurances of my highest consideration.

A. de Sza Costa

His Excellency
Sumner Welles
Acting Secretary of State
of the United States of America

[5] For text, see *ibid.*, Feb. 7, 1942, p. 137.

The Acting Secretary of State to the Brazilian Minister of Finance

DEPARTMENT OF STATE
WASHINGTON
March 3, 1942

EXCELLENCY:

I acknowledge the receipt of your note of March 3, 1942 outlining a program for the development of the rubber of the Amazon Valley and adjacent regions as a project for further economic cooperation between the United States and Brazil in furtherance of Resolution II of the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio de Janeiro.

I am pleased to inform you that the appropriate agencies of the Government of the United States have considered this proposal and are prepared to undertake this development in accordance with the specific proposals with respect thereto mentioned in your note.

I believe that this program will be a substantial step forward in developing mutually advantageous economic relations between our two countries as contemplated by the Resolution adopted at the conference at Rio de Janeiro.

Accept, Excellency, the assurances of my most distinguished consideration.

SUMNER WELLES
Acting Secretary of State
of the United States of America

His Excellency
Dr. ARTHUR DE SOUZA COSTA
Minister for Finance of Brazil

HEALTH AND SANITATION PROGRAM

Exchange of notes at Washington March 14, 1942
Entered into force March 14, 1942
Modified and extended by agreements of November 9 and 25, 1943,[1] *as modified; December 15 and 30, 1948;* [2] *July 22 and August 31, 1949;* [3] *December 27, 1949, and January 4, 1950;* [4] *June 13 and 29, 1950;* [5] *December 27, 1950,*[6] *as supplemented by agreements of December 28 and 29, 1951,*[7] *and February 28 and April 18, 1952;* [8] *January 7 and February 8, 1955;* [9] *and December 31, 1959* [10]
Terminated October 3, 1960 [11]

57 Stat. 1322; Executive Agreement Series 372

The Acting Secretary of State to the Brazilian Minister of Finance

DEPARTMENT OF STATE
WASHINGTON
March 14, 1942

MY DEAR MR. MINISTER:

I refer to the notes which we exchanged on March 3, 1942 [12] on rubber development in the Amazon Valley, and specifically to Point 6 of your note concerning the readiness of this Government to lend its good offices through the Health and Sanitation Division of the Office of the Coordinator of Inter-American Affairs in matters pertaining to health and sanitation conditions in the Amazon Valley. I refer also to the agreements reached on that day with respect to other economic projects.[13]

[1] EAS 375, *post*, p. 960.
[2] TIAS 1939, *post*, p. 1071.
[3] TIAS 2004, *post*, p. 1074.
[4] 1 UST 440; TIAS 2078.
[5] 2 UST 836; TIAS 2236.
[6] 2 UST 938; TIAS 2247.
[7] 3 UST 2881; TIAS 2464.
[8] 3 UST 4090; TIAS 2552.
[9] 6 UST 955; TIAS 3237.
[10] 11 UST 152; TIAS 4424.
[11] Pursuant to notice of termination given by Brazil Aug. 4, 1960.
[12] EAS 371, *ante*, p. 916.
[13] EAS 370, *ante*, p. 913.

The Coordinator of Inter-American Affairs is prepared to send at once to Brazil, on your request, to cooperate with corresponding officials of the Brazilian Government and its health services, such experts as your Government desires in order to collaborate in developing a specific health and sanitation program. The program would be initially designed for the Amazon Basin area for the special purpose of aiding in the stimulation of rubber production, but at the desire of the Government of Brazil could be extended to other areas.

For these purposes this Government, through the agency of the Coordinator of Inter-American Affairs, will provide an amount not to exceed $5,000,000 to be expended toward the development of this health and sanitation program. The expenditure of these funds may be applied not only to health and sanitation projects but also, in the discretion of the Government of Brazil, for such medical or sanitation engineering training as the Government of Brazil may wish undertaken by Brazilian specialists.

It is understood that the Government of Brazil will furnish such expert personnel, materials, services and funds for local expenditures as it may consider necessary for the efficient development of the program.

The group of United States medical and sanitation specialists which the Brazilian Government indicates should be sent by the Office of the Coordinator of Inter-American Affairs shall be under the direction of the chief medical officer of that Office who in turn will be under the supervision of the appropriate officials of the Brazilian Government.

Detailed arrangements for the execution of each project shall be discussed and agreed to between the chief medical officer and the officer of the Brazilian Government in the area of the proposed project. The technical advice and expert assistance of United States medical and sanitation specialists will be made available to the appropriate Brazilian authorities at any time that the need for consultation arises.

I understand that the Government of Brazil would be particularly interested in including in the program projects aimed at continuing and expanding the measures and services which the health and sanitation agencies of the Government of Brazil have been carrying out with efficiency and success in the areas in question. These measures and services may be included under the following general headings:

1. Malaria control.
2. Yellow fever control.
3. General disease control by hospitals, clinics and public education.
4. Water supply systems.
5. Sewage systems.
6. Garbage and rubbish disposal.

All projects completed in accordance with the present arrangement would of course be the property of the Government of Brazil.

I am, my dear Dr. Souza Costa,

Sincerely yours,

SUMNER WELLES

His Excellency
Dr. ARTHUR DE SOUZA COSTA
Minister for Finance of Brazil

The Brazilian Minister of Finance to the Acting Secretary of State

MARCH 14, 1942

MY DEAR MR. SECRETARY:

I refer to your letter of today's date in which you propose, on behalf of the Government of the United States, cooperation with the Government of Brazil to carry out the measures of health and sanitation considered desirable in connection with the program for rubber development agreed to in our exchange of notes of March 3, 1942, and in connection with the other economic projects agreed upon on that day.

I am happy to confirm that my Government has for many years been actively pursuing a health and sanitation program as outlined in your letter and that it is pleased to accept this offer of collaboration in order to stimulate the progress of the program which has so important a bearing on the economic possibilities of the areas in question. My Government will be ready to furnish expert personnel, materials, services and funds for local expenditures as it may consider necessary for the efficient carrying out of the projects to be agreed upon.

You may be assured, furthermore, that when the projects undertaken on a joint cooperative basis have been completed they will, as the sole property of Brazil, be considered and maintained as a permanent part of the national program for health and sanitation.

I avail myself of the opportunity to present to Your Excellency the assurance of my highest consideration.

A. DE SZA COSTA

The Honorable
SUMNER WELLES
Acting Secretary of State
of the United States of America

NAVAL MISSION

Agreement signed at Rio de Janeiro May 7, 1942
Entered into force May 7, 1942
Amended and extended by agreements of January 3 and 18, March 21, May 2, June 8, August 10, and September 17, 1946; [1] *May 4 and June 8, 1950;* [2] *and June 29 and October 9, 1954* [3]

56 Stat. 1462; Executive Agreement Series 247

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request of the Ambassador of the United States of Brazil in Washington, D.C., to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the act of Congress (44 Stat. 565) of May 19, 1926, entitled "An Act to Authorize the President to Detail Officers and Enlisted Men of the United States Army, Navy and Marine Corps to Assist the Governments of the Latin-American Republics in Military and Naval Matters", as amended by the Act of May 14, 1935 (49 Stat. 218) to include the Commonwealth of the Philippine Islands, has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the United States of Brazil under the conditions specified below:

TITLE I

Purpose and Duration

ART. 1. The purpose of this Mission is to cooperate with the Minister of Marine of Brazil and with the Officers of the Brazilian Navy, with a view to enhancing the efficiency of the Brazilian Navy.

ART. 2. This Mission shall continue for a period of four years from the date of the signing of this agreement by the accredited representatives of the Governments of Brazil and of the United States of America, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement.

[1] TIAS 1559, *post*, p. 1034.
[2] Not printed.
[3] 5 UST 2735; TIAS 3130.

ART. 3. If the Government of Brazil should desire that the services of the Mission be extended beyond the period stipulated, a proposal to that effect shall be made in writing six months before the expiration of this agreement.

ART. 4. This agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

a) By either Government, subject to three months' notice in writing to the other Government;

b) By the recall of the entire personnel of the Mission by the United States in the public interest of the United States; without compliance with (a).

ART. 5. This agreement is subject to cancellation upon the initiative of either Brazil or the United States in case either Government becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ART. 1. This Mission shall consist of a Chief of Mission of the rank of Captain on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of Marine of Brazil through its authorized representative in Washington and agreed upon by the United States Navy Department.

ART. 2. United States naval personnel now serving on the Naval Mission to Brazil may continue their services in accordance with the terms of this agreement, effective from the date on which it is signed by the duly authorized representatives of the Governments of Brazil and of the United States. The service of such personnel already on duty in Brazil with the United States Naval Mission shall count as service under this agreement for all purposes the enjoyment of which or the exercise of which requires not less than two years' service with the Mission.

TITLE III

Duties, Rank and Precedence

ART. 1. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Marine of Brazil and the Chief of Mission.

ART. 2. The members of the Mission will be responsible solely to the Minister of Marine of Brazil through the Chief of Mission.

ART. 3. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy, and wear the uniform thereof, but shall take precedence over all Brazilian officers of the same rank.

219-919—70——60

ART. 4. Each member of the Mission shall be entitled to all the benefits and privileges which the Brazilian Navy Regulations provide for Brazilian naval officers and enlisted personnel of corresponding rank.

ART. 5. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV

Compensation and Perquisites

ART. 1. Members of the Mission shall receive from the Government of of Brazil such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and Brazil. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Brazilian national currency and when so made shall be computed at such rate of exchange as may be agreed upon between the two Governments. Payments made outside of Brazil shall be in the national currency of the United States of America and likewise in such amounts as may be agreed upon between the two Governments. The said compensation shall not be subject to any Brazilian tax, or to tax by any political subdivision of Brazil, that is now or shall hereafter be in effect. Should there, however, at present or during the life of this agreement be any taxes that might affect the said salaries, such taxes shall be borne by the Brazilian Ministry of Marine, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ART. 2. The compensation agreed upon in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

ART. 3. The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Brazil, and such payment shall be computed for travel via the shortest usually travelled sea route regardless of the route and method of travel elected by the said detached member.

ART. 4. Each member of the Mission and his family shall be furnished by the Government of Brazil with first class accommodations for travel, via the shortest usually travelled sea route, required and performed under this agreement, between New York and Rio de Janeiro, both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his residence in Brazil shall be made in the same manner by the Government of Brazil; this shall include all necessary expenses incident to unloading from the steamer in Brazil and packing and loading on board the steamer upon departure

from Brazil. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except when the result of circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Marine of Brazil, shall not be required under this agreement, but shall be determined by negotiation between the United States Navy Department and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ART. 5. The Government of Brazil shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

ART. 6. If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 5, prior to the completion of two years' service, the provisions of Title IV, Article 4, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 5, he shall receive from the Government of Brazil all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Government of Brazil.

ART. 7. Compensation for transportation and travelling expenses in Brazil on Brazilian official business shall be provided by the Government of Brazil in accordance with Title III, Article 4.

ART. 8. The Chief of Mission shall be furnished by the Brazilian Government with a suitable automobile, with chauffeur, for his use on official business. Suitable motor transportation, with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Brazil for use by the members of the Mission for the conduct of the official business of the Mission.

ART. 9. Suitable office space shall be made available for the members of the Mission.

ART. 10. If any member of the Mission, or any of his family, dies in Brazil, the Government of Brazil shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Brazil shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall

be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Title IV, Article 4. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Brazilian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid prior to the departure of such widow or person from Brazil and within fifteen (15) days of the decease of the said member.

Title V

Requisites and Conditions

Art. 1. So long as this agreement, or any extension thereof, is in effect, the Government of Brazil shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Brazilian Navy, except by mutual agreement between the Government of the United States and the Government of Brazil.

Art. 2. Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

Art. 3. Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

Art. 4. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Art. 5. The leave cited in the preceding Article may be spent in foreign countries, but the expenses of travel and transportation involved shall be borne by the member of the Mission taking such leave. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

Art. 6. The Government of Brazil agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved, with due consideration for the convenience of the Government of Brazil, by the Chief of Mission.

ART. 7. Except when otherwise mutually agreed upon in advance by the respective Governments, reliefs shall be effected by personal contact in Brazil between the retiring and the relieving members.

ART. 8. Suitable medical attention shall be furnished by the Government of Brazil to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed in such hospital as the Chief of Mission deems suitable, after consultation with the Brazilian naval authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Brazil shall be paid by the Government of Brazil. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if an enlisted man the cost of subsistence shall be paid by the Brazilian Government. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family except as may be provided by Title III, Article 4.

ART. 9. Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Rio de Janeiro, this seventh day of May nineteen hundred and forty two.

JEFFERSON CAFFERY [SEAL]
OSWALDO ARANHA [SEAL]

HEALTH AND SANITATION PROGRAM IN AMAZON VALLEY

Agreement signed at Rio de Janeiro July 17, 1942
Entered into force September 8, 1942
Replaced by agreement of November 25, 1943 [1]

57 Stat. 1325; Executive Agreement Series 373

The Government of the United States of Brazil and the Government of the United States of America, through the agency of the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, with the view of carrying out the Agreement on Health and Sanitation, celebrated between the two Governments at Washington, by exchange of notes, dated March 14, 1942,[2] have decided to sign the following Contract:

CLAUSE FIRST:

The Institute of Inter-American Affairs shall maintain a service entitled Special Service of Public Health which will be subordinated directly under the Minister of Education and Health and will include among its duties:

1) sanitation of the Amazon Valley, especially the prophylaxis and studies of malaria in the Amazon Valley and medical-sanitary assistance to the workers connected with the economic development of the referred region;

2) the training of professionals for the work of public health including physicians and sanitary engineers, public health nurses and other technicians;

3) collaboration with the National Leprosy Service and, through same with the State sanitary departments in the fighting against leprosy.

Other problems of public health shall be included in the activities of the Service, according to new understandings and contracts between the two parties.

CLAUSE SECOND:

The Service shall be subordinated to the Minister of Education and Health.

CLAUSE THIRD:

The Service shall be superintended by a physician from the Institute of Inter-American Affairs approved by the Minister of Education and Health

[1] EAS 375, *post*, p. 960.
[2] EAS 372, *ante*, p. 919.

and shall have as administrative assistant a physician from the Federal public service indicated by the same Minister and accepted by the superintendent of the same Service.

CLAUSE FOURTH:

Among the duties of the superintendent of the Service are included the hiring and dismissal, decisions regarding remuneration and all other working conditions of the personnel that the Service may need.

The effective federal officials utilized in the Service will incur no loss of their public service status but they shall be remunerated from the Service's funds.

CLAUSE FIFTH:

Besides the information that may be requested by the Minister of Education and Health, monthly reports on the progress of the work of the Service must be sent to said authority and to the Director of the National Health Department.

CLAUSE SIXTH:

The salaries and all other expenses, including travel, of the personnel of the Institute of Inter-American Affairs shall be paid exclusively from the latter's funds.

CLAUSE SEVENTH:

The physicians and other officials of the Service shall have postal and telegraphic franking privileges, passes on railroads administered by the Federal Government and the right to rebates allowed to departments of the Federal Government by the domestic companies of maritime and river navigation, air travel companies, and the Service may request all such concessions in favor of officials in charge of posts where resident physicians are maintained.

The referred to physicians and other authorized officials may also request from the railroads administered by the Federal Government, passages for subordinate personnel on duty, transportation of necessary material and telegraphic franking privileges on their private lines.

The passages, transportation and telegraphic communications furnished according to requisitions, shall be considered, on the railroads administered by the Federal Government as of public interest, and will not constitute expenditure.

The expenses arising out of requisitions for passages, transportation and telegraphic communications on railroads other than federal shall be for the account of the funds allocated to the Service by the Federal Government.

CLAUSE EIGHTH:

The material imported for the work of the Service shall enter in the country free from the payment of any duties, custom-house and others,

according to decree-law No. 300, of February 24, 1938, chapter V, article 21, paragraph "C".

CLAUSE NINTH:

For the immediate work on the Amazon Valley the following conditions are established:

a) the Service undertakes from the date this contract becomes effective up to December 31, 1943, the duties referred to in number 1 of the first clause of this contract;

b) for the execution of the work established in this clause, the Federal Government shall contribute, in 1942, the amount of 5.000:000$000 (five thousand contos of reis), and in 1943, the amount that may be fixed by the budget for that fiscal year, and the Institute of Inter-American Affairs, during the length of this contract, the amount of $2,000,000 (two million dollars).

For the execution of this item the following conditions are established:

I) the contribution of the Institute of Inter-American Affairs shall include the amount of the material which it may furnish.

II) The fixing of the allocation of the Institute of Inter-American Affairs shall be made in accordance with the exchange rates that will be in effect as payment for the expenses are made by the Service.

III) The Federal Government shall deposit in the Bank of Brazil after registration of this contract by the Tribunal de Contas, credited to the superintendent of the Service, the amount of five thousand contos (5000:000$000), corresponding to its contribution for the current year and, in January of the year 1943, it shall take identical measures relative to the allocation for that year.

IV) The interest on the amounts deposited in the Bank of Brazil shall revert in favor of the National Treasury.

V) The expenses that will be effected shall be paid out of the contributions of the Federal Government and of the Institute of Inter-American Affairs, adhering to the proportion of ten per cent for the former and ninety per cent for the latter.

VI) The Service shall render an account of the expenses made, so that it can be ascertained whether the proportion established in paragraph V of this clause is being, maintained on disbursements made.

VII) The taxes that during the length of this contract may affect the budget of the Service shall be for the account of the quota of the Federal Government.

CLAUSE TENTH:

The Institute of Inter-American Affairs shall apply during the length of this contract, up to the amount of $500,000 (five hundred thousand dollars)

to the execution of the works referred to in numbers 2 and 3 of the first clause of this contract.

The application of the resources referred to in this clause shall be made at the discretion of the superintendent of the Service.

CLAUSE ELEVENTH:

The present contract shall remain in force up to December 31, 1943, beginning on the date of its registration by the Tribunal de Contas and the Federal Government shall not become liable for any indemnity should said Tribunal deny registration.

CLAUSE TWELFTH:

The contribution by the Federal Government, determined by this contract shall be for the account of the special credit opened especially for that purpose.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, sign and seal the present Contract in duplicate in the Portuguese and English languages, at Rio de Janeiro, this seventeenth day of July nineteen Hundred and forty two.

For the Government of the United States of Brasil:
OSWALDO ARANHA
Minister of State of Foreign Affairs
GUSTAVO CAPANEMA
Minister of State of Education and Health

For the Government of the United States of America:
JEFFERSON CAFFERY
Ambassador Extraordinary and Plenipotentiary at Rio de Janeiro
GEORGE M. SAUNDERS
Representative of the Institute of Inter-American Affairs

FOODSTUFFS PRODUCTION

Agreement signed at Rio de Janeiro September 3, 1942
Entered into force September 3, 1942
Extended by agreement of July 25 and 28, 1944 [1]
Expired June 30, 1945

56 Stat. 1875; Executive Agreement Series 302

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE UNITED STATES OF BRAZIL, FOR THE DEVELOPMENT OF FOOD STUFFS PRODUCTION IN BRAZIL, ESPECIALLY IN THE STATES SITUATED IN THE AMAZON REGION, THE NORTH AND NORTHEAST, INCLUDING THE STATE OF BAÍA

On the third day of September nineteen hundred and forty-two, being present in the Ministry of Foreign Affairs, in this city of Rio de Janeiro, on the one part Ambassador Jefferson Caffery and Mr. Nelson Rockefeller, the latter Coordinator of Inter-American Affairs, as representatives of the Government of the United States of America, and on the other part, Messrs. Oswaldo Aranha and Apolonio Sales, respectively, Ministers of Foreign Affairs and of Agriculture, as representatives of the Government of the United States of Brazil, having in view the situation created by the war and the difficulties of transportation; and considering the exchange of correspondence between the Government of the United States of America and that of Brazil, consisting of notes of the 3rd. and the 14th. of March of the current year, telegrams from the Office of the Coordinator of Inter-American Affairs, and from the Brazilian Embassy in Washington, as well as the conversations held on the 27th. of August last, between the representatives of the aforesaid Office and of the American Embassy in Rio de Janeiro and the Ministry of Agriculture, resolve to sign the present Agreement for the execution of a plan for the development of food stuffs production in Brazil, especially in the Amazon Region, North and Northeast, including the State of Baía, in accordance with the following clauses:

CLAUSE FIRST

The work to be carried out will follow a plan which shall be drawn up by the Ministry of Agriculture, with the collaboration of North-American

[1] Not printed.

specialists, who will be put at the disposal of the Ministry of Agriculture for this purpose.

Clause Second

The plan referred to in the previous Clause, is designed to increase the production of foodstuffs of vegetable and animal origin, of primary necessity, covering at least the following items:

a) technical assistance for the increase and improvement of production of foodstuffs of animal and vegetable origin;

b) provision of means, tools, equipment, insecticides, etc., for the increased production of foodstuffs of animal and vegetable origin;

c) amplification of the resources of the Divisions for the Development of Animal and Vegetable Production, designed to establish an efficient extension service, in accordance with the modern agricultural techniques followed in Brazil and in the United States;

d) development of plans, technical assistance and the execution of irrigation, drainage, and soil conservation works;

e) collaboration in the solution of problems of handling, storage, conservation and distribution of the food products;

f) technical and financial assistance for agricultural colonization;

g) betterment of the conditions of nutrition of the populations in the areas in which this Agreement is carried out.

Clause Third

For the execution of this Agreement, the Brazilian Government assumes the following obligations:

1. To contribute, through the immediate opening of a special appropriation, five thousand contos of reis.

2. To orient, in the sense of this Program the continuance of the application of the:

a) five thousand contos of reis allocated for the emergency development of production throughout the Northeast;

b) three thousand forty-six contos of reis of the ordinary budget of the Division for the Development of Vegetable Production during the present fiscal year, ending December 31, 1942;

c) eight thousand four hundred seventy-five contos of reis of funds deposited in the Bank of Brazil, for the disposition of this Division, for the execution of the Joint Services during this fiscal year, in accordance with contracts signed between the Union and the States of the aforesaid regions, cited in the present Agreement.

3. To include in the Federal budget to be approved for the next fiscal year, from January 1st. to December 31, 1943, the sum of seven thousand

seven hundred contos of reis, as well as to assure the inclusion of an appropriation of three thousand eight hundred fifty contos of reis in the budgets of the States which maintain contracts with the Union, for the execution of the joint services, for the same period, in the regions provided for in this agreement. The application of these funds will be oriented in the sense of this Agreement.

4. To contribute, in the year 1943, the resources of personnel and material provided for in the ordinary budget of the Ministry of Agriculture, destined to the development of vegetable and animal production in the regions provided for in this Agreement, a total of not less than five thousand contos of reis.

5. To deposit the funds provided for in obligations nos. 1 and 3, in the Bank of Brazil, to be applied in accordance with instructions which will be approved by the Minister of Agriculture.

6. To assure the utilization, in the execution of this plan, of all fields, instalations and equipment of the Division for the Development of Vegetable Production, as well as the technical collaboration of all other agencies of the Ministry of Agriculture as may become necessary.

Clause Fourth

The Coordinator of Inter-American Affairs, on his part, assumes the following obligations:

1. To contribute the amount of one million dollars, for the first year of operation of this Agreement, in two sums of one-half million dollars, the first after the signing of this contract, and the other when the Brazilian Government deposits with the Bank of Brazil the amount of five thousand contos of reis, in accordance with the obligation in item no. 1, Clause 3, assumed by the same.

2. To contribute one million dollars, during the first half of September, 1943.

3. To send and to maintain in Brazil, during the duration of the present Agreement, North-American technicians specialized in the matters pertaining to this Agreement, paying their salaries, traveling expenses and per diem.

4. To facilitate, as far as possible, the acquisition of specialized material which may be necessary for the execution of this Agreement.

5. To deposit the contributions stipulated in Items 1 and 2 of this Clause, with the Bank of Brazil, at the disposal of the Minister of Agriculture, in a special account for the Brazilian-American Food Production Commission, to be expended in accordance with provisions of Clause 5, Letters c and d.

Clause Fifth

For the execution of this Agreement:

a) There will be constituted a special Commission which shall be called the Brazilian-American Food Production Commission, composed of:

1—The Director of the Division for the Development of Vegetable Production who will serve as President of the Commission;

2—the Chief Food Production Specialist designated by the Coordinator of Inter-American Affairs.

b) The seat of the Brazilian-American Food Production Commission will be in Rio de Janeiro, being subject to transfer to another city in the judgement of the Minister of Agriculture.

c) The application of the resources at the disposition of the Brazilian-American Commission, and its presentation of accounts will be in accordance with instructions to be drawn up by said Commission and to be approved by the Minister of Agriculture.

d) The expenditures made for the account of the Brazilian and American contributions, consisting of item 1 of Clause 3, and items 1 and 2 of Clause 4, will be duly recorded in appropriate accounting procedure, to be submitted for the approval of the Minister of Agriculture after having been duly examined and passed upon by the two members composing the Brazilian-American Commission.

e) The vouchers of the expenditures incurred by the Division for the Development of Vegetable Production from the funds set forth in item 2 letters a and c, and item 3 of clause 3 will be subject to the accounting procedure set forth in the regulations now in effect, it being understood that a special copy of all of the vouchers will be supplied for the information of the American member of the Brazilian-American Food Production Commission.

f) The voucher of the expenditures incurred under the ordinary budget, consisting of item 2, letter b, and item 4, of clause 3, will be made in accordance with the requirements of Brazilian public accounting, there being sent, however, to the Brazilian-American Food Production Commission a copy of the distribution of the credits made to the Fiscal authorities of the States included in the area of the present Agreement.

g) It is understood that all improvements made under the provisions of the present Agreement will remain the property of the Brazilian Government.

Clause Sixth

The present Agreement will be for the duration of two years, counting from the date of its signature, and may be extended in the judgement of the contracting parties.

In witness whereof, the undersigned, duly authorized thereto, sign and seal the present Agreement in duplicate in the English and Portuguese languages.

Jefferson Caffery [seal]
Nelson A. Rockefeller

Oswaldo Aranha [seal]
Apolonio Sales

CHARTERING OF VESSELS

Exchange of notes at Rio de Janeiro September 30, 1942, with charter party and related United States letter of September 18, 1942
Entered into force September 30, 1942
Supplemented by agreement of December 7, 1942 [1]
Canceled by agreement of April 14, 1944 [2]

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 1453 — Rio de Janeiro, *September 30, 1942*

Excellency:

I have the honor to inform Your Excellency that the Government of the United States of America is in accord with the Brazilian Government as to the desirability of concluding an agreement between the two countries relative to shipping in accordance with the following terms:

Article 1—The Brazilian Government shall charter to the United States Government the following Government owned vessels, for the duration of the war in which the United States is at present engaged:

CEARALOIDE	Dw	8. 650
MINASLOIDE	"	8. 380
VITORIALOIDE	"	9. 500
NORTELOIDE	"	7. 535
GAVEALOIDE	"	9. 900
APALOIDE	"	7. 000
GOIAZLOIDE	"	8. 125
PELOTASLOIDE	"	7. 920
RECIFELOIDE	"	8. 050
BAIALOIDE	"	10. 107
RIOLOIDE	"	8. 575
SULOIDE	"	8. 050
PIRAILOIDE	"	8. 100
		109. 892

1—The specific conditions, covering the chartering of these vessels are embodied in the individual charter parties written in the English language, a copy of which is attached to this agreement.

[1] *Post*, p. 949.
[2] *Post*, p. 983.

Article 2—The charter rates are hereby fixed at the monthly sum of $1.00 per vessel, payable each month to the New York Agency of the Lloyd Brasileiro (Patrimônio Nacional).

Article 3—It is agreed that in addition to the ships above chartered there will also be placed in the traffic between the United States of America and Brazil the following ships of Brazilian flag under the same convoy protection that is accorded to ships under the control and flag of the United States, their cargoes being subject to the control established by the import and export laws of both countries:

AIURUOCA	Dw	10. 500
ARACAJÚ	"	6. 450
BARROSA	"	8. 550
CAMAMÚ	"	8. 600
COMTE. PESSOA	"	8. 520
FELIPE CAMARÃO	"	3. 400
IMTO. J. SILVA	"	8. 050
JABOATÃO	"	7. 155
LESTELOIDE	"	9. 900
MANDÚ	"	11. 460
MIDOSI	"	8. 050
RIO BRANCO	"	8. 050
TAUBATÉ	"	7. 240
TIRADENTES	"	8. 050
SANTARÉM	"	8. 140
PARANALOIDE	"	8. 300
MAUÁ	"	7. 130
CANTUÁRIA	"	7. 130
POCONÉ	"	7. 840
BRASILOIDE	"	8. 520
MOGÍ	"	6. 450
LIDIA M	"	6. 250
BURI	"	5. 124
		179. 859

Article 4—Such convoys and escort arrangements and the routes and ports of call will be decided upon between the United States Navy Department and the Brazilian Air and Navy Ministries.

Article 5—The Brazilian Government agrees to maintain as far as possible, the vessels enumerated in Article 3, in trade between the United States of America and Brazil and will endeavour to increase the number of vessels in this trade to the maximum possible.

Article 6—In the event of loss of any of the vessels enumerated both in Article 1 and in Article 3, the two Governments will endeavour to replace such vessel by another of equivalent tonnage.

Article 7—The Brazilian Government through the Merchant Marine Commission and other State agencies will at all times cooperate in every way in assisting the United States Government or its authorized agent, in supplying masters, officers, and crews and also in the solution of such crew problems as may arise.

Article 8—The chartered ships will remain under the Brazilian flag. The Brazilian Government will permit, however, the masters, officers, and crews of such vessels to be of any nationality at the discretion of the United States Government.

Article 9—If during the life of this agreement any of the vessels enumerated in Article 1 and Article 3 be lost, the United States Government obligates itself,

(1) To replace such lost vessel after the war, with a vessel of similar size, tonnage and characteristics; or

(2) If unable to effect such replacement, to pay to the Brazilian Government the amount required by the Brazilian Government in order to purchase a replacement vessel of similar size, tonnage and characteristics.

The sums required to be paid in accordance with this article and the number, tonnage and characteristics of the replacement vessels shall be determined by a Mixed Commission to be established by the two Governments within thirty (30) days after the end of the hostilities in which the United States and Brazil are at present engaged.

There shall be made in integral part of this agreement my letter No. 198, of September 18, 1942, addressed to Your Excellency, a copy of which is attached hereto. In this letter I point out that, with respect to the obligation assumed by the Government of the United States of America in Article 9 regarding the Brazilian ships enumerated in Article 3, this obligation covers all war risk, but is concerned only with total loss from marine risk and not with ordinary damage from marine risk.

It is understood that this note and that of Your Excellency, of today's date and in similar language, constitutes a formal agreement between the Governments of the United States of America and of the United States of Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

Enclosures:
1. Copy of charter party.
2. Copy of letter No. 198, as stated.

His Excellency
DR. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

CHARTER PARTY

This BAREBOAT CHARTER made and concluded upon in Rio de Janeiro the _____ day of _____, 1942, between the UNITED STATES OF AMERICA (hereinafter called "UNITED STATES") acting by and through the

War Shipping Administration and the United States of Brazil (hereinafter called the "Owner") acting by and through Loide Brasileiro, Patrimonio Nacional, Owner of the _____ (ex-_____) (hereinafter called the "Vessel") of _____ tons gross register and _____ tons net register, having engines of _____ indicated horsepower, and of about _____ tons deadweight capacity.

Now, therefore, it is agreed as follows:

Article 1. The operation of the Vessel shall be restricted to trading between ports in Brazil and ports in the United States with the Vessel having the privilege of calling at, bunkering, or loading and/or discharging cargo at any nearby ports.

Article 2. The Vessel shall be delivered by the Owner to the United States under this charter and shall be redelivered by the United States to the Owner at the port of _____, or such other place as may be mutually agreed upon, and when delivered shall be or shall forthwith be made, by and at the expense of the Owner, insofar as the exercise of due diligence can make her so, tight, staunch, strong, well and sufficiently tackled, apparelled, furnished, outfitted and equipped, and in every respect seaworthy, in good running order and condition, and fit for service, and with holds clean and ready to receive cargo.

Article 3. The Owner shall deliver to the United States, promptly after the execution of this charter, any Vessel plans which are in existence and available to or procurable by the Owner.

Article 4. The United States shall pay hire as earned at the end of each calendar month at the rate of $1.00 per vessel per month as provided for in the exchange of notes dated _____ between the Minister of Foreign Affairs of Brazil and the Ambassador of the United States, of which this charter shall be considered an integral part, and prorata for any part of a month, commencing on and from the hour that the Vessel shall be ready for delivery, (and is so reported in writing to the United States). Charter hire shall continue to be paid until the hour at which the Vessel shall be ready for redelivery (and is so reported in writing to the Owner), or if the vessel is lost, to and including the date of her loss, if known, otherwise to and including the date she is last heard from; or in the case of a declared constructive total loss, to and including the date such declaration is made; or in the case of an arranged total loss, to and including the date the loss is agreed upon.

Article 5. The Vessel, upon delivery, shall be tight, staunch, strong, and well and sufficiently tackled, apparelled, furnished, and equipped, and shall be in every respect seaworthy and in good running order, condition, and repair, so far as due diligence can make her so. When the Vessel is delivered to the United States, a certified statement from a recognized classification

society that the Vessel has been classed as fit for her previous usual service shall be furnished by the Owner.

Subject to such exceptions as may be noted in the report on the joint survey to be made upon delivery of the Vessel pursuant to the provisions of Article 6 hereof and accepted by the Owner and the United States as being correct or as being subject to future adjustment, the delivery of the Vessel by the Owner and the acceptance of the Vessel by the United States shall constitute a full performance by the Owner of all of the Owner's obligations under this Article, and thereafter the United States shall not be entitled to make or assert any claim against the Owner on account of any representations or warranties, expressed or implied, with respect to the Vessel, but the Owner and the United States shall share equally the cost of repairs and/or renewals occasioned by and including latent defects and/or unseen defects affecting good operating practices in the Vessel, its machinery or appurtenances, existing at the time of delivery under this agreement, and which defects were not discovered and not incorporated in the joint survey provided for in said article 6. The charter hire for the Vessel shall be reduced by one half during the period required for such repairs and/or renewals. The Vessel shall, prior to delivery, make a trial run under conditions mutually satisfactory to the joint surveyors.

Article 6. The United States shall, at its own expense, maintain the Vessel, so far as possible, in at least as good condition, working order and repair as said Vessel was in at the time of delivery to the United States hereunder, ordinary wear and tear excepted.

The Vessel shall be drydocked and surveyed jointly by representatives of the United States and the Owner before delivery at the expense of the Owner.

The Vessel shall be surveyed jointly by representatives of the United States and the Owner on redelivery, to determine its condition. Such survey shall include drydocking to determine the condition of the underwater parts, which drydocking shall be at the expense of the United States. If on the redelivery survey the Vessel is not in as good condition as on delivery, ordinary wear and tear excepted, then the United States before redelivery shall make at its own expense all repairs, renewals, and replacements necessary to put the Vessel in at least as good condition as on delivery, ordinary wear and tear excepted.

The Vessel shall be drydocked by the United States at its expense for cleaning and painting at least once every twelve months from the date of the last drydocking. The United States will inform the Owner's representative of the proposed date and place of drydocking.

Article 7. If the Vessel sustains serious damage or injury arising from a risk assumed by the United States, to such an extent that the United States shall consider her to be a constructive total loss, the United States shall have the option (to be exercised as promptly as possible, but in no event

later than 90 days from the date of loss) of declaring the Vessel to be a constructive total loss as of the date of such declaration and of taking over or selling her, and the Owner shall receive ultimate redress as provided for in the exchange of notes dated ———— between the Ambassador of the United States and the Minister of Foreign Affairs of Brazil, of which this Charter shall be considered an integral part.

Article 8. In case of damage (not constituting an actual, constructive, declared constructive or arranged total loss) arising from a risk assumed by the United States under the terms of this charter the Vessel, on redelivery shall, at the cost of the United States, be restored to the Owner in a condition at least as good as when delivered to the United States, less ordinary wear and tear, or in lieu of the repair of the damage by the United States, the United States (at its option) shall pay the Owner an amount for repairing the damage sufficient to place the Vessel in such condition, which payment shall include: (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such repairing; (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master and members of the crew and other vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for repairing the damage.

Article 9. The United States may at any time remove or alter all or any of the equipment and/or fittings and make additions to quarters and equipment, and install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this charter. Such work shall be done at the expense of the United States and on its time, and shall not be such as to affect the seaworthiness of the Vessel. The above, as well as structural changes in the Vessel, her boilers, machinery or appurtenances, may be made without the prior consent of the Owner. The Owner shall, however, be advised in writing of all such significant additions, alterations, removals, etc., but the Vessel on redelivery at the expiration of her service under the charter shall, unless mutually agreed otherwise, be restored at the cost of the United States to the Owner in a condition at least as good as when taken less ordinary wear and tear, or the United States (at its option) shall pay the Owner an amount for reconditioning sufficient to place the Vessel in such condition, which payment shall include: (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such reconditioning; (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master and members of the crew and other Vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for reconditioning.

Article 10. The United States shall have a lien on the Vessel for all moneys paid and not earned or due to the Owner, and for all advances and other payments made and, upon redelivery, for the value of fresh water and fuel, for any stores, appliances, equipment or machinery the United States may have on board or ashore which is for use on the Vessel and which the Owner has agreed to purchase or for which the Owner is liable under this charter. The United States and/or Owner as their interest may appear shall also have a lien on all cargoes and goods for the payment of freight and charges, including dead freight, demurrage, forwarding charges, charges for carriage to port of shipment and for General Average and Salvage Claims.

Article 11. Any deficiency at the time of delivery in the requirements of the provisions of this charter shall be remedied forthwith by and at the expense of the Owner and any time lost in remedying any such deficiency is not to be paid for by the United States.

Article 12. During the period of this charter, the United States shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto, it being understood that the Owner retains no control, possession or command whatsoever during the period of the Charter and that the United States shall have exclusive possession, control and command of said Vessel during the period of the charter, except as may be otherwise provided for in this charter. The Owner agrees to permit the Vessel, which must remain under the Brazilian flag, to be officered and manned by crews of any nationality whatsoever at the discretion of the United States. Moreover, if the Vessel is to be delivered at a port of Brazil, the Owner shall, if requested by the United States, supply a full Brazilian crew and complement of Brazilian officers for the first voyage under this charter to a United States port; such officers and crews shall be returned at the expense of the United States to Rio de Janeiro, unless employment is found for them on the same or other Brazilian vessels or unless they desert and such desertion is reported to the Brazilian Consul at the port of desertion or nearest port where there is a Consul. The Owner, through the Brazilian Merchant Marine Commission and other agencies, will at all times cooperate in every way in assisting the United States in supplying crews and officers and in the solution of such manning problems as may arise.

Article 13. The United States shall pay all costs and expenses incident to the use and operation of the Vessel.

Article 14. The United States shall assume war, marine and all other risks or liabilities of whatsoever nature or kind, including all risks or liability for breach of statute or for damage occasioned to other vessels, persons, or property, and may provide at its expense insurance to cover the aforementioned risks in such amounts as it shall determine, and as provided for in Article 7 of this charter.

Article 15. A complete inventory of the Vessel's entire equipment, outfit, appliances, fuel, fresh water, and of all consumable stores shall be taken and mutually agreed upon at the time of delivery, and a similar inventory shall be taken and mutually agreed upon at the time of redelivery.

Article 16. The United States shall accept and pay for all fuel, fresh water and consumable stores in good order and condition, not in excess of the Vessel's normal requirements, on board at the time of Vessel's delivery at the current market prices at the port of delivery and the Owner shall accept and pay for all such fuel, water and stores in good order and condition, not in excess of the Vessel's normal requirements, left on board on redelivery at the current market prices at the port of redelivery.

Article 17. The United States shall have the use of all outfit, equipment and appliances inclusive of spare repair replacement parts on board without extra cost (except all rented or leased apparatus, direction finder, and auto alarms), and the same or their substantial equivalent shall be returned to the Owner when the Vessel is redelivered in the same or as good order and condition as when received, ordinary wear and tear excepted. All rentals on such rented or leased apparatus and appliances which the United States decides to retain on board shall be paid for by the United States for the period covered by this charter; any such apparatus or appliances which the United States decides not to retain will, if left aboard, be for Owner's responsibility and liability: Provided, that the United States shall be required to pay any rentals or contract terminating fees, to the extent that the Owner cannot by due diligence be relieved thereof. The United States shall also have the benefit of all such apparatus and appliances and spare repair replacement parts on shore, at prices to be mutually agreed upon between the parties, and the Owner shall furnish the United States forthwith with a list of such parts and equipment.

Article 18. All payments to be made by the United States to the Owner shall be made to the nominee of the Owner in New York, and all payments to be made by the Owner to the United States, under the terms of this Charter, shall be made in the District of Columbia to the Administrator, War Shipping Administration.

Article 19. Unless otherwise terminated by the provisions of article 22, the period of this charter party shall be for the duration of the war in which the United States is now engaged.

Article 20. Wherever and whenever herein any right, power, or authority is granted or given to the United States, such right, power, and authority may be exercised by the Administrator, War Shipping Administration, or such agent or agents as it may appoint or by its nominee, and the act or acts of the Administrator, War Shipping Administration, or of such agent or agents or nominee, when taken, shall constitute acts of the United States, as Charterer hereunder. All obligations herein assumed by the United States shall be performed by the Administrator, War Shipping Administration.

Article 21. The Owner shall forever indemnify and hold harmless the United States against any claims or liens or other charges or incumbrances of whatsoever nature upon the Vessel at the time of its delivery hereunder. The United States shall forever indemnify, hold harmless and defend the Owner against any liens of whatsoever nature by whomsoever asserted and against any claim of lien (including costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, upon the Vessel at the time of its redelivery hereunder. The United States shall also indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands, or liabilities against them or either of them (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the United States or any subcharterer, or out of any act or neglect of the United States or any subcharterer, in relation to the Vessel, or out of any obligation or liability incurred by the United States or subcharterer.

Article 22. This Agreement may be terminated, modified, or amended at any time by mutual consent.

Article 23. No member of or Delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act, approved March 4, 1909 (35 Stats. 1109). No member of or Delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first hereinabove written.

United States of America
By:

United States of Brazil
By:

UNITED STATES LETTER

RIO DE JANEIRO
September 18, 1942

No. 198

MY DEAR MR. MINISTER:

Referring to our recent conversations regarding the ship proposal, I have just received a telegram from the Department of State in reply to my telegram in which I transmitted the comments of Your Excellency's Government, and I am pleased to report below the views expressed therein:

The changes in Articles 3, 4 and 5 are accepted by the War Shipping Administration.

The War Shipping Administration would prefer, instead of the new article 9 as it now stands "replacement by vessels of similar tonnage, size and characteristics."

Also, according to the new article 9, the United States Government will be obligated to replace ships listed in Article 3, regardless of loss by either marine or war risk. This is in contrast to our original proposal to limit the obligation to war risks. The War Shipping Administration has no objection to extending the commitment, provided that it is clearly understood that my Government is concerned only with total losses from marine risks and not with ordinary damage from marine risks.

As regards the changes in Article 1 of the Bareboat Charter, it is suggested that "wayports" be changed to "nearby ports", and that the term "between the two countries" be omitted.

I shall await with pleasure Your Excellency's views on the above mentioned points.

With all good wishes,
Yours very sincerely,

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

EC/AC/496/940.(00)/585.2 SEPTEMBER 30, 1942

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Brazilian Government agrees to the conclusion with the Government of the United States of America of an agreement on shipping between our two countries, in accordance with the following terms:

ARTICLE I

The Brazilian Government shall charter to the United States Government the following Government owned vessels, for the duration of the war in which the United States is at present engaged:

CEARALOIDE	Dw	8. 650
MINASLOIDE	"	8. 380
VITORIALOIDE	"	9. 500
NORTELOIDE	"	7. 535
GAVEALOIDE	"	9. 900
APALOIDE	"	7. 000
GOIAZLOIDE	"	8. 125
PELOTASLOIDE	"	7. 920
RECIFELOIDE	"	8. 050
BAIALOIDE	"	10. 107
RIOLOIDE	"	8. 575
SULOIDE	"	8. 050
PIRAILOIDE	"	8. 100
		109. 892

Sole paragraph. The specific conditions, covering the chartering of these vessels are embodied in the individual charter parties written in the English language, a copy of which is attached to this agreement.

ARTICLE II

The charter rates are hereby fixed at the monthly sum of $1.00 per vessel, payable each month to the New York Agency of the Lloyd Brasileiro (Patrimônio Nacional).

ARTICLE III

It is agreed that in addition to the ships above chartered there will also be placed in the traffic between the United States of America and Brazil the following ships of Brazilian flag under the same convoy protection that is accorded to ships under the control and flag of the United States, their cargoes being subject to the control established by the import and export laws of both countries:

AIURUOCA	Dw	10. 500
ARACAJÚ	"	6. 450
BARROSA	"	8. 550
CAMAMÚ	"	8. 600
COMTE. PESSOA	"	8. 520
FELIPE CAMARÃO	"	3. 400
IMTO. J. SILVA	"	8. 050
JABOATÃO	"	7. 155
LESTELOIDE	"	9. 900
MANDÚ	"	11. 460
MIDOSI	"	8. 050
RIO BRANCO	"	8. 050
TAUBATÉ	"	7. 240
TIRADENTES	"	8. 050
SANTARÉM	"	8. 140
PARANALOIDE	"	8. 300
MAUÁ	"	7. 130
CANTUÁRIA	"	7. 130
POCONÉ	"	7. 840
BRASILOIDE	"	9. 520
MOGÍ	"	6. 450
LIDIA M	"	6. 250
BURÍ	"	5. 124
		179. 859

ARTICLE IV

Such convoys and escort arrangements and the routes and ports of call will be decided upon between the United States Navy Department and the Brazilian Air and Navy Ministries.

ARTICLE V

The Brazilian Government agrees to maintain, as far as possible, the vessels enumerated in Article 3, in trade between the United States of America and Brazil and will endeavour to increase the number of vessels in this trade to the maximum possible.

ARTICLE VI

In the event of loss of any of the vessels enumerated in both Article 1 and Article 3, the Governments of Brazil and of the United States of America will endeavor to replace such vessel by another of equivalent tonnage on the route between the two countries, in order to preserve the regularity of traffic.

ARTICLE VII

The Brazilian Government through the Merchant Marine Commission and other State agencies will at all times cooperate in every way in assisting the United States Government or its authorized agent, in supplying masters, officers, and crews, and also in the solution of such crew problems as may arise.

ARTICLE VIII

The chartered ships will remain under the Brazilian flag. The Brazilian Government will permit, however, the masters, officers, and crews of such vessels to be of any nationality at the discretion of the United States Government.

ARTICLE IX

If during the life of this agreement any of the vessels enumerated in Article 1 and Article 3 be lost, the United States Government obligates itself,

(1) To replace such lost vessel after the war, with a vessel of similar size, tonnage, and characteristics; or

(2) If unable to effect such replacement, to pay to the Brazilian Government the amount required by the Brazilian Government in order to purchase a replacement vessel of similar size, tonnage, and characteristics.

The sums required to be paid in accordance with this article and the number, tonnage and characteristics of the replacement vessels shall be determined by a Mixed Commission to be established by the two Governments within thirty (30) days after the end of the hostilities in which the United States and Brazil are at present engaged.

2. Letter No. 198, of September 18 of this year, a photostat copy of which is attached, shall be an integral part of this Agreement, Your Excellency having informed me in the said letter, referring to the obligation assumed by the Government of the United States of America in Article 9 regarding the Brazilian ships enumerated in Article 3, that this obligation covers all war risks, including even marine risks but only when the latter risks result in the total loss of a Brazilian vessel.

3. It is understood that this note and that of Your Excellency, of today's date and in similar language, constitutes a formal agreement between the Governments of the United States of Brazil and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

His Excellency
JEFFERSON CAFFERY
Ambassador of the United States
of America

CHARTERING OF VESSELS

Exchange of notes at Rio de Janeiro December 7, 1942, supplementing agreement of September 30, 1942
Entered into force December 7, 1942
Canceled by agreement of April 14, 1944 [1]

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 1536 RIO DE JANEIRO, *December 7, 1942*

EXCELLENCY:

I have the honor to refer to Your Excellency's note EC/AC/496 of September 30, 1942,[2] and to the charter parties signed on October 20, 1942, and to inform Your Excellency that my Government is pleased to sign the following agreement with Your Excellency's Government with respect to the following vessels: NORTELOIDE, SULOIDE, BAIALOIDE, PELOTASLOIDE, VITORIALOIDE, GAVEALOIDE, PIRAILOIDE, APALOIDE, RIOLOIDE, CEARALOIDE, GOIASLOIDE, RECIFELOIDE, MINASLOIDE:

The Brazilian Government will be designated as "the owner" and the Government of the United States of America as "the charterer", in accordance with the following terms:

Article 1. In consideration of the payment of $350,000.00 (three hundred and fifty thousand dollars United States Currency) by the owner to the charterer, the charterer agrees to accept and the owner agrees to deliver to the charterer at ports mutually agreed upon in the United States of America, the following vessels: NORTELOIDE, SULOIDE, BAIALOIDE, PELOTASLOIDE, VITORIALOIDE, GAVEALOIDE, PIRAILOIDE, APALOIDE, RIOLOIDE.

Article 2. The owner undertakes to make the necessary repairs so that the vessels above referred to may sail from Brazil to the United States in a good operating and seaworthy condition.

Article 3. The charterer agrees to make all of the necessary repairs to put the said vessels in a good seaworthy condition, providing them with the classification requirements set forth in articles Nos. 2, 5, and 6 of the charter parties above referred to.

[1] *Post*, p. 983.
[2] *Ante*, p. 936.

Sole Paragraph. It is further agreed that all other terms and conditions of the charter parties will continue in full effect.

Article 4. The charterer agrees to insure the NORTELOIDE, SULOIDE, BAIALOIDE, PELOTASLOIDE, VITORIALOIDE, and GAVEALOIDE with the same war risk and total loss insurance protection for the period of the northbound voyage prior to the delivery in the United States of America as these vessels would receive after delivery.

Article 5. The owner agrees to comply with all of the requirements of the charter party with respect to the MINASLOIDE and the CEARALOIDE, and to deliver the two vessels to a representative of the War Shipping Administration of the Government of the United States of America at Rio de Janeiro.

It is understood that the present note and the one from Your Excellency dated today, on the same subject, will constitute a formal agreement between the Governments of the United States of Brazil and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

DR. OSWALDO ARANHA
Minister of Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

EC/AC/601/940.(00)–585.2

DECEMBER 7, 1942

MR. AMBASSADOR:

With further reference to my note EC/AC/496 of September 30, 1942, and the charter parties signed on October 20, 1942, I have the honor to inform Your Excellency that the Brazilian Government is in accord with the conclusion of the following agreement with the Government of the United States of America, with respect to these vessels: NORTELOIDE, SULOIDE, BAIALOIDE, PELOTASLOIDE, VITORIALOIDE, GAVEALOIDE, PIRAILOIDE, APALOIDE, RIOLOIDE, CEARALOIDE, GOIASLOIDE, RECIFELOIDE, MINASLOIDE.

2. In this agreement the Brazilian Government will be designated as "the owner" and the Government of the United States of America as "the charterer," in accordance with the following terms:

[For terms of agreement, see articles 15 of U.S. note, above.]

3. It is understood that this note and that of Your Excellency of today's date and of the same tenor constitute a formal agreement on the subject

between the Governments of the United States of Brazil and the United States of America.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

His Excellency
JEFFERSON CAFFERY
Ambassador of the United States
of America

HEALTH AND SANITATION PROGRAM IN RIO DOCE VALLEY

Agreement signed at Rio de Janeiro February 10, 1943
Entered into force February 10, 1943 [1]
Replaced by agreements of November 9 and 25, 1943 [1]

57 Stat. 1333; Executive Agreement Series 374

CONTRACT OF HEALTH AND SANITATION CONCERNING THE RIO DOCE VALLEY

The Government of the United States of America and the Government of the United States of Brazil, through the agency of the Institute of Inter-American Affairs, have decided to sign the following Contract, for execution of health and sanitation measures in the Rio Doce Valley:

CLAUSE FIRST

The present Contract concerning health and sanitation measures in the Rio Doce Valley is drawn up according to the provisions of the similar contract signed on July 17, 1942 [2] by the Governments of the United States of America and Brazil, and registered by the Tribunal de Contas on September 8, Clause I, Item 3 of which says: "Other problems of public health shall be included in the activities of the Service, according to new and previous understandings and contracts between the two parties".

CLAUSE SECOND

Health and Sanitation measures, included in Clause Third of the present contract, to be undertaken in the Rio Doce Valley, will be executed by the Serviço Especial de Saúde Pública and shall be subjected to the provisions of the previous contract. The present contract shall remain in force until December 31, 1943, as the one previously signed, and if the first be extended, the present contract shall be automatically so extended. Payments already made for the execution of health and sanitation measures in the Rio Doce Valley by the Serviço Especial de Saúde Pública, whether from funds of the Institute of Inter-American Affairs or from funds of the Brazilian Government, shall be considered legal for the purposes of this contract, since they have been made with authorization of the Minister of Education and Health,

[1] EAS 375, *post*, p. 960.
[2] EAS 373, *ante*, p. 928.

and by exchange of letters between said authority and the representative of the Institute of Inter-American Affairs, which establish the principal basis for the participation of the Serviço Especial de Saúde Pública in the sanitation work of the Rio Doce Valley, having been decided by the Minister himself that steps would be taken to have issued by His Excellency, the President of the Republic, a Decree-law regulating this case and others connected with the previous contract.

Clause Third

The Serviço Especial de Saúde Pública shall concern itself with general health and sanitation measures in the Valley of the Rio Doce, more especially malaria control and studies, installation of water and sewage systems in some of the principal cities of the Valley and the establishment of a model health center in one of those localities.

a) There will be established in the principal cities and towns of the region and in the camps of laborers working on reconstruction of the Vitória-Minas railroad line, malaria control measures, not only of temporary character but also of a permanent character.

b) The Serviço Especial de Saúde Pública will be granted the privilege of insisting on adequate conditions for the construction of camps for labours employed in the reconstruction of the rail line and the supervision of living conditions of these laborers. Authority shall be vested in the Serviço Especial de Saúde Pública by the Companhia do Vale do Rio Doce to insist upon the enforcement of measures for this purpose. These sanitary requirements should include housing standards, malaria control in the camps and around the camps, provision of adequate and safe water supply, sanitary measures for excreta disposal and disposal of garbage. The Serviço Especial de Saúde Pública will undertake installation of water and sewage systems in Governador Valadares, Aimorés and Colatina, and possibly one or two other cities if so indicated. The Serviço Especial de Saúde Pública shall be authorized to reach agreements with the respective municipalities in exchange for water and sewage installations for the construction and equipment of hospitals of at least one-hundred beds.

c) A health center shall be installed and equipped in Governador Valadares in accordance with the best standards of such installations.

Clause Fourth

To execute this Contract the Serviço Especial de Saúde Pública will set aside the amount of One Million Dollars (US$ 1.000.000,00) or approximately Twenty Million Cruzeiros (CR$ 20.000.000,00). Of this amount the Institute of Inter-American Affairs will provide Eight Hundred Thousand Dollars (US$ 800.000,00); the rest will be provided by the Brazilian Government. Expenditures of the funds allocated to this Contract shall be

made in the proportion of Four Cruzeiros (CR$ 4,00) of Institute funds to One Cruzeiro of Brazilian Government funds or the equivalent in dollars.

In witness whereof, the undersigned, duly authorized thereto, sign and seal the present Contract in duplicate in the English and Portuguese languages, at Rio de Janeiro, this tenth day of February nineteen hundred and forty three.

For the Government of the United States of America:

Jefferson Caffery [SEAL]
Ambassador Extraordinary and Plenipotentiary at Rio de Janeiro

G. M. Saunders
Representative of the Institute of Inter-American Affairs

For the Government of the United States of Brazil:

Oswaldo Aranha [SEAL]
Minister of State of Foreign Affairs

Gustavo Capanema
Minister of State of Education and Health

MILITARY SERVICE

Exchange of notes at Washington January 23, April 28, and May 24, 1943
Entered into force April 30, 1943
Terminated March 31, 1947 [1]

57 Stat. 994; Executive Agreement Series 327

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
January 23, 1943

EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Brazilian Embassy and of the Department of State with respect to the application of the United States Selective Training and Service Act of 1940, as amended,[2] to Brazilian nationals residing in the United States.

As you are aware, the Act provides that with certain exceptions every male citizen of the United States and every other male person residing in the United States between the ages of eighteen and sixty-five shall register. The Act further provides that, with certain exceptions, registrants within specified age limits are liable for active military service in the United States armed forces.

This Government recognizes that from the standpoint of morale of the individuals concerned and the over-all military effort of the countries at war with the Axis Powers, it would be desirable to permit certain nationals of cobelligerent countries who have registered or who may register under the Selective Training and Service Act of 1940, as amended, to enlist in the armed forces of their own country, should they desire to do so. It will be recalled that during the World War this Government signed conventions with certain associated powers on this subject. The United States Government believes, however, that under existing circumstances the same ends may now be accomplished through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

[1] Upon termination of functions of U.S. Selective Service System (60 Stat. 341).
[2] 54 Stat. 885; 55 Stat. 621.

219-949 70 62

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of cobelligerent countries and who have not declared their intention of becoming American citizens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. This Government is also prepared to afford to nationals of cobelligerent countries who have not declared their intention of becoming American citizens who may already be serving in the armed forces of the United States an opportunity of electing to transfer to the armed forces of their own country. The details of the arrangement are to be worked out directly between the War Department and the Selective Service System on the part of the United States Government and the appropriate authorities of the Brazilian Government. It should be understood, however, that in all cases a person exercising an option under the arrangement must actually be accepted by the military authorities of the country of his allegiance before his departure from the United States.

Before the above-mentioned procedure will be made effective with respect to a cobelligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of his or any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments;

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed regime effective immediately with respect to Brazil upon the receipt from you of a note stating

that your Government desires to participate in it and agrees to the stipulations set forth in lettered paragraphs (a), (b), and (c) above.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
G. Howland Shaw

His Excellency
Carlos Martins
Ambassador of Brazil

The Brazilian Ambassador to the Secretary of State

[translation]

Embassy of the
United States of Brazil
Washington, *April 28, 1943*

No. 152/622.23(22)

Mr. Secretary of State:

I have the honor to acknowledge the receipt of the note of the 23rd day of January last whereby Your Excellency states that the Government of the United States of America is disposed to initiate a proceeding in favor of foreigners registered by virtue of the Selective Service Act of 1940 who are citizens of cobelligerent countries and who have not declared an intention of becoming naturalized Americans, for the exercise of the option of serving in the armed forces of their respective countries or of being transferred to them.

2. In reply, I have to state to Your Excellency that I have received instructions from my Government in the sense of accepting that there should be effected, between Brazil and the United States of America, and on the basis of reciprocity, the proceeding referred to above and to communicate that my Government gives the guarantees stipulated in paragraphs (a), (b), and (c) of the said note of January 23, 1943 with the following reservations:

1) The Brazilian Government understands that the accord must be considered as reciprocal under all aspects and that the guarantees requested of the Brazilian Government in the said note are given, by implication, by the Government of the United States also, and

2) The Brazilian Government cannot assume the task of informing all the American citizens in service in its armed forces, or American citizens who may by chance have lost their citizenship in consequence of having taken an oath in the Brazilian forces and who are at present serving in those armed forces, that they can be transferred to the armed forces of the United States if they should so desire and if they be accepted by the armed forces of the United States. In like manner, no notification shall be required with relation

to the Brazilian citizens who may by chance be serving in the armed forces of the United States or who may be subject to military service under the laws of the United States.

3. The Brazilian Government hopes, however, that the Brazilian citizens already incorporated in or summoned to the army of the United States may be able to exercise, by virtue of this agreement, the option to serve in the armed forces of Brazil.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency CORDELL HULL
Secretary of State of the
United States of America

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 24, 1943

EXCELLENCY:

I have the honor to acknowledge the receipt of your note no. 152/622.23 (22) of April 28, 1943 in which you state that you have received instructions from your Government in the sense of accepting that there should be effected between Brazil and the United States of America, and on the basis of reciprocity, the proceeding suggested in the Department's note of January 23, 1943; you state that your Government gives the guarantees stipulated in paragraphs (a), (b) and (c) of the Department's note of January 23, 1943 with the following reservations:

1) The Brazilian Government understands that the accord must be considered as reciprocal under all aspects and that the guarantees requested of the Brazilian Government in the said note are given, by implication, by the Government of the United States also, and

2) The Brazilian Government cannot assume the task of informing all the American citizens in service in its armed forces, or American citizens who may by chance have lost their citizenship in consequence of having taken an oath in the Brazilian forces and who are at present serving in those armed forces, that they can be transferred to the armed forces of the United States if they should so desire and if they be accepted by the armed forces of the United States.

I take pleasure in informing you that your reply meets with the approval of this Government, and that this Government now considers the agreement

with Brazil as having become effective on April 30, 1943, the date on which your note of acknowledgment was received in the Department. The appropriate authorities of the United States Government have been informed accordingly, and I may assure you that this Government will carry out the agreement in the spirit of full cooperation with your Government.

It is suggested that all the details incident to carrying out this agreement be discussed directly by officers of the Embassy with the appropriate officers of the Selective Service System and of the War Department. Lieutenant Colonel S. G. Parker, of the Selective Service System, and Lieutenant Colonel V. L. Sailor, of the Recruiting and Induction Section, Adjutant General's Office, will be available to discuss questions relating to the exercise of the option prior to induction. The Inter Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is the agency with which questions relating to the discharge of nondeclarant nationals of Brazil who may have been serving in the Army of the United States on the effective date of the agreement, and who desire to transfer to the Brazilian forces, may be discussed.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
G. Howland Shaw

His Excellency
Carlos Martins
Ambassador of Brazil

HEALTH AND SANITATION PROGRAM

Agreement signed at Rio de Janeiro November 25, 1943, and exchange of notes at Rio de Janeiro November 9 and 25, 1943, supplementing agreement of March 14, 1942
Entered into force January 1, 1944
Modified by agreements of July 28 and August 23, 1944,[1] *and December 15 and 30, 1948* [2]
Extended by agreement of December 15 and 30, 1948 [2]
Program terminated October 3, 1960 [3]

57 Stat. 1338; Executive Agreement Series 375

AGREEMENT

MINISTERIO DAS RELAÇÕES EXTERIORES
RIO DE JANEIRO

The Government of the United States of Brazil and the Government of the United States of America, through the Institute of Inter-American Affairs, an agency of the Office of the Coordinator of Inter-American Affairs, have decided to celebrate the following Contract for the prosecution of the cooperative public health and sanitation program in Brazil, provided for by Resolution XXX approved at the Third Meeting of Ministers of Foreign Affairs held in Rio de Janeiro in January 1942: [4]

CLAUSE I

The Ministry of Education and Health and The Institute of Inter-American Affairs shall continue to maintain the special technical service known as the Serviço Especial de Saúde Pública (hereinafter called "SESP") which shall function as a separate entity within and subordinated to the Ministry of Education and Health. The SESP shall continue to be responsible for and shall have the power to formulate and execute the health and sanitation program.

CLAUSE II

The Institute of Inter-American Affairs (hereinafter referred to as the "Institute") may continue to maintain in Brazil a field party of technicians,

[1] TIAS 1939, *post*, p. 986.
[2] TIAS 1939, *post*, p. 1071.
[3] Pursuant to notice of termination given by Brazil Aug. 4, 1960.
[4] For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

to consummate the cooperative program hereinafter described. The party of technicians shall be of such size as the Institute considers appropriate and shall be under the direction of an official who shall have the title of Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs, which Chief of Field Party shall be acceptable to the Minister of Education and Health. This official shall be the representative of the Health and Sanitation Division of the Institute in connection with the program to be undertaken in accordance with this agreement.

Clause III

The Government of Brazil shall appoint as Superintendent of SESP the Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs. The Superintendent shall have as an administrative assistant a qualified expert duly appointed by the Minister of Education and Health and acceptable to the said Superintendent.

With the approval of the Minister the Superintendent of SESP may delegate his authority to persons employed by SESP or members of the field party of the Institute.

Clause IV

The health and sanitation program in Brazil shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this agreement and the allocation of funds therefor shall be agreed upon by the Minister of Education and Health and the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute and shall be carried out by the Superintendent of the SESP in conformity with policies prescribed jointly by the Minister and the Chief of Field Party for the Institute.

Clause V

For the purpose of effectuating the objectives of this agreement, the Institute agrees to deposit in the Banco do Brasil to the account of SESP the sum of $3,000,000 U.S. on the following basis:

During January 1944	$1, 250, 000
During January 1945	500, 000
During January 1946	500, 000
During January 1947	500, 000
During January 1948	250, 000

and the Government of Brazil agrees to deposit in the Banco do Brasil to the account of SESP the sum of Cr.$100.000.000,00 on the following basis:

During January 1944	Cr.$10. 000. 000, 00
During January 1945	Cr.$20. 000. 000, 00
During January 1946	Cr.$20. 000. 000, 00
During January 1947	Cr.$20. 000. 000, 00
During January 1948	Cr.$30. 000. 000, 00

Clause VI

In accordance with the commitments made by the Government of the United States of Brazil and the Government of the United States of America the Institute hereby acknowledges that the previous obligation of the United States of America for health and sanitation work in Brazil was $5,000,000. In view of the fact that there remains an unexpended balance of these funds the Institute agrees that it will spend the balance thereof in accordance with project agreements approved by the Minister of Education and Health and the Chief of Field Party and the balance not so spent by December 31, 1944 shall be deposited in the Banco do Brasil to the account of SESP. This obligation is in addition to the commitments herein agreed.

The Government of Brazil herewith acknowledges its obligations under the agreement for the health and sanitation program in the Amazon Valley of July 17, 1942 [5] and the agreement for the health and sanitation program in the Rio Doce Valley of February 10, 1943,[6] of nine million cruzeiros and agrees that on January 1st. 1944 it will deposit in the Banco do Brasil to the account of SESP the unexpended balance of said nine mill cruzeiros.

Clause VII

The funds deposited by the Government of Brazil for any particular year or the funds deposited by the Institute for any particular year to the credit of SESP in the Banco do Brasil as herein provided are not to be withdrawn by the Superintendent of SESP until the funds for that year are deposited by both parties as agreed to herein.

Clause VIII

The funds deposited by the parties to this agreement to the credit of SESP in the Banco do Brasil which are not spent during the calendar year in which deposited shall continue to be available for the purpose of this program during the existence of this agreement and shall not revert to the Governments of the United States of America or the United States of Brazil. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of SESP on December 31, 1948.

Clause IX

All interest on any balances in the Banco do Brasil whether these balances are composed of funds from the Institute or from the Government of Brazil shall be credited to and for the use of SESP.

---

[5] EAS 373, *ante*, p. 928.
[6] EAS 374, *ante*, p. 952.

Clause X

The Superintendent of SESP shall have the sole power to select, appoint and discharge the employees of SESP and shall determine the salaries, transfers and conditions of employment within the SESP. The employees of SESP shall be remunerated from SESP funds. The Brazilian public officials employed in the SESP shall incur no loss of their civil service status as employees of the Government of Brazil.

Clause XI

Contracts and agreements relating to the execution of projects previously agreed upon between the Minister or his representative and the representative of the Institute shall be executed in the name of SESP by the Superintendent of SESP.

Clause XII

The salaries, living allowances, travelling expenses and any other amounts directly payable to personnel of the Institute, including the Superintendent of SESP, shall be paid exclusively from the funds of the Institute and not by SESP and shall not be credited against the funds herein described.

Clause XIII

All rights and privileges which are enjoyed by governmental and similar official divisions of the Government of Brazil and by the personnel and employees of the same shall accrue to SESP and to all its personnel and employees. Such rights and privileges shall include, for example and not exclusively, free postal, telegraph and telephone service whenever possible, passes on railroads administered by the Government of Brazil and the right to rebates or preferential tariffs allowed to departments of the Government of Brazil, by domestic companies of maritime and river navigation, air travel, telegraph, telephone, etc., and also freedom and immunity from excise, stamp, consular charges, property, and any or all other taxes. The SESP shall be exempted from all imposts, taxes and emoluments in accordance with Decree-Law n° 5.586 of June 10, 1943.

The Institute will enjoy the same rights, privileges and immunities as described above with respect to its operations which are related to, or property which is to be used for, the program herein agreed upon. If necessary or advisable to effect these rights the Superintendent of SESP may appoint to SESP employees of the Institute provided that for the purposes of the clause XII hereof they shall always be considered as employees of the Institute.

Clause XIV

The Superintendent of SESP shall furnish the Minister of Education and Health any information which is desired concerning the SESP or its activities. Reports shall be provided to the Minister regarding the progress of the work

of SESP and its specific projects at such time or times as agreed to by the Minister and the Superintendent.

Clause XV

All employees of the Institute engaged in carrying out the objectives of the health and sanitation program shall be exempt from all income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Said employees shall also be exempt from the payment of customs and import duties on their personal effects and equipment and supplies imported for their own use.

Clause XVI

In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in dollars, the Minister of Education and Health and the Chief of Field Party may agree to withhold from the deposits to be made by the Institute as herein above provided an amount estimated to be necessary to pay for the purchases of materials and supplies in the United States of America. Any funds so withheld by the Institute for such purchases and not expended or obligated for materials and supplies for SESP at the end of any calendar year shall be deposited to the SESP account.

Clause XVII

The Institute does not engage to make available any equipment, supplies or materials which are deemed necessary and essential by the Government of the United States of America to any phase of the war effort.

Clause XVIII

The expenditure, audit and accounting of funds in the SESP account as well as the purchase and sale of all real and personal property for the account of SESP shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Education and Health and the Superintendent of SESP. The accounts of SESP shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Brazil and by the Chief of Field Party in his capacity as representative in Brazil of the Division of Health and Sanitation of the Institute, or his delegate.

Clause XIX

At the termination of this agreement all real and personal property of SESP shall remain the property of the Government of Brazil.

CLAUSE XX

All rights, powers, privileges or duties conferred by this agreement to the Minister of Education and Health, and to the Chief of Field Party may be delegated to any representatives appointed by one of them, provided that such representatives be satisfactory to the other.

CLAUSE XXI

The Government of Brazil will obtain or endeavor to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

This contract, effective as of January 1st. 1944, shall remain in force up to December 31, 1948.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, sign the present contract in duplicate in the English and Portuguese languages, at Rio de Janeiro, this twenty-fifth day of November nineteen hundred and forty-three.

For the Government of the United States of America:
JEFFERSON CAFFERY
Ambassador Extraordinary and Plenipotentiary in Rio de Janeiro, Brazil
G. C. DUNHAM
Executive Vice-President,
The Institute of Inter-American Affairs

For the Government of the United States of Brazil:
OSWALDO ARANHA
Minister of State of Foreign Affairs of Brazil
GUSTAVO CAPANEMA
Minister of State of Education and Health of Brazil

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF BRAZIL
No. 1947 RIO DE JANEIRO, *November 9, 1943*

EXCELLENCY:

I have the honor to refer to the notes exchanged between the Minister for Finance of Brazil and the Acting Secretary of State of the United States of America, dated March 14, 1942,[1] and to our conversations relative to

[1] EAS 372, *ante*, p. 919.

the cooperative program of health and sanitation in the United States of Brazil provided for by Resolution XXX approved at the Third Meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January 1942. In accordance with the notes under reference, the United States of America has contributed the sum of US$5,000,000 for the cooperative health and sanitation program which is now being carried out in Brazil.

If desired by the Government of Brazil, the Government of the United States of America, through the Institute of Inter-American Affairs, an agency of the Office of the Coordinator of Inter-American Affairs, is prepared to contribute an additional sum of US$3,000,000 for the purpose of cooperating with the Government of Brazil in expanding the cooperative program of public health and sanitation and providing for the termination of the program within a five year period beginning January 1, 1944 in so far as the funds contributed by the United States of America are concerned.

It is understood that the Government of Brazil, which has already contributed the sum of CR$9.000.000,00 to the cooperative program, will contribute the additional sum of CR$100.000.000,00 to be combined with the funds contributed by the United States of America and expended over the same five year period for the cooperative program of health and sanitation in Brazil.

The kind of work and specific projects to be undertaken, and the costs thereof, are to be mutually agreed to by the appropriate official of the Government of Brazil, who we understand is the Minister of Education and Health, and an appropriate official of the Institute of Inter-American Affairs, for the Government of the United States of America.

It is understood that the funds contributed by both governments will be spent through the special agency created within the Ministry of Education and Health by your Government, which special agency is known as the Serviço Especial de Saúde Pública. Detailed arrangements for the continuation of the special service and the fulfillment of the program will be effected by agreement between the appropriate official of the Government of Brazil and an appropriate official of the Institute of Inter-American Affairs for the United States of America.

It is understood that the Government of the United States of America will continue to furnish such experts as are considered necessary in order to collaborate with your agency in executing the health and sanitation program.

All projects completed and property acquired in connection with the health and sanitation program shall be the property of the Government of Brazil.

No project will be undertaken that will require supplies or materials the procurement of which would handicap any phase of the war effort.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this general proposal, with the understanding that the details of the program will be the subject of further discussion and agreement as provided for herein.

Accept, Excellency, the renewed assurance of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
RIO DE JANEIRO
November 25, 1943

DAI/DPD/442/512.6(22)

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note 1947 of the 9th of this month, in which Your Excellency refers to the notes exchanged between the Minister of Finance of Brazil and the Acting Secretary of State of the United States of America dated March 14, 1942, and to our conversations about the cooperative program of health and sanitation in Brazil, which was provided for by resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics, which was held in this city in January 1942. Your Excellency makes known that in accordance with the aforesaid notes, the United States of America had already contributed the amount of $5,000,000 in U.S. currency toward the realization of that health and sanitation program, which is at present being carried out in Brazil.

2. Your Excellency communicates to me that, in case the Brazilian Government so desires, the Government of the United States of America, through the intermediary of the Institute of Inter-American Affairs, an agency of the Office of Coordinator of Inter-American Affairs, will contribute an additional amount of $3,000,000 in U.S. currency for the purpose of cooperating with the Brazilian Government in expanding the program of public health and sanitation, thus contributing the funds necessary for the execution of the program within a five-year period beginning January 1, 1944.

3. Next Your Excellency proposes that the Brazilian Government, which has already contributed the amount of CR $9,000,000,00 toward the cooperative program, shall contribute an additional amount of CR $100,000,-

000,00 to be expended in the said five-year period together with the funds furnished by the United States of America for the same purpose.

4. Your Excellency adds that the nature of the work and the projects to be carried out, as well as the expenses arising therefrom, could be settled by common agreement of the competent authority of the Brazilian Government, who would be the Minister of Education and Health, and an authorized member of the Institute of Inter-American Affairs acting for the Government of the United States of America.

5. Your Excellency proposes, further, that the funds furnished by the two Governments shall be spent through the agency created within the Ministry of Education and Health, which agency is known as the Special Service of Public Health, and that the additional arrangements for the continuation of the service and execution of the program shall be effected between the competent Brazilian authority and an authorized member of the Institute of Inter-American Affairs acting for the United States of America.

6. You also state that the Government of the United States of America will continue to furnish the technical personnel necessary for collaborating in the execution of the health and sanitation program.

7. You propose, in conclusion, that all the projects carried out and all property acquired in connection with the health and sanitation program shall be part of the Brazilian national property and that no plan shall be carried out which necessitates supplies or materials the procurement of which would prejudice the war effort at any time.

8. In reply, it is my duty to declare to Your Excellency that the Brazilian Government gives its full approval to that general proposal, the details of which, in accordance with what is provided above, will be considered and agreed upon separately by the Ministry of Education and Health and the Institute of Inter-American Affairs.

I avail myself of the opportunity to repeat the assurances of my highest consideration.

Oswaldo Aranha

His Excellency
Jefferson Caffery
Ambassador of the United States of America

RICE

Exchange of notes at Rio de Janeiro December 21, 1943, with schedule and appendixes
Entered into force December 21, 1943
Modified by agreements of July 20, 1945,[1] *and December 23, 1946* [2]
Extended by agreement of July 20, 1945 [1]
Expired April 30, 1947

60 Stat. 1612; Treaties and Other International Acts Series 1517

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO, *December 21, 1943*

No. 1968

EXCELLENCY:

I have the honor to refer to the recent conversations between representatives of the Government of Brazil, the United Kingdom and the United States of America concerning the exportable surplus of rice produced in Brazil. As a result of these conversations I am happy to confirm the understanding of my Government in this connection to be as follows:

1. The Governments of the United States of America and of the United Kingdom undertake to purchase the exportable surplus of rice produced in Brazil from the 1943–1944 and 1944–1945 crops of the types and qualities and under the terms specified in the attached schedule, and the Government of Brazil undertakes to sell or to cause to be sold such surplus, to be made available for shipment from month to month during the twelve months immediately after harvesting, i. e. until April 30, 1945 and April 30, 1946, respectively. In order to avoid deterioration through long storage the Government of Brazil, by means of full utilization of milling facilities, will make every endeavor to make available for shipment as large a proportion as possible of the surplus during the months of May to September in each of the years 1944 and 1945.

2. The prices stated in the attached schedule shall be applicable for rice of the 1943–1944 crop; prices for the 1944–1945 crop shall be established not later than July 31, 1944, by agreement between the three governments.

[1] TIAS 1517, *post*, p. 996.
[2] TIAS 1627, *post*, p. 1041.

3. The Government of Brazil undertakes to take such action as shall be necessary to limit exports of rice to those destined to the United States of America, the United Kingdom or their respective nominees.

4. In order, however, that Brazil may maintain its normal channels of trade so far as consistent with the present emergency and to assure equitable supplies to the other American Republics and to the French and Dutch Possessions in the Western Hemisphere, it is understood that there is excepted from the foregoing undertakings rice to an amount sufficient to satisfy the essential needs of these countries normally supplied by Brazil which, under the provisions of this Agreement, are to be represented by the following provisional quota for each of the two crops, which shall not be exceeded without prior consultation and agreement with the Governments of the United States of America and the United Kingdom, namely, a total of 10,000 metric tons for Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay, and the Dutch and French West Indies.

5. The prices for rice exported to these countries shall not exceed the level of prices fixed for sales to the United States of America and the United Kingdom.

6. It is understood that rice shall be made available for export only after provision is made for meeting Brazilian domestic needs, including seed requirements for the purposes of this agreement.

7. Purchases by the Governments of the United States of America and the United Kingdom shall be made on their behalf by such agency or agencies as shall be designated by them from time to time, it being contemplated that such purchases may be implemented by commercial contracts (containing terms consistent with the understanding set forth herein, including delivery terms) entered into with the interested trade associations or regular exporters, their overseas representatives, or otherwise.

8. The British Ministry of Food has been designated to act as such agency until further notice from the two Governments.

9. In view of the undertaking of the Governments of the United States of America and the United Kingdom, the Government of Brazil undertakes to prevent the imposition of additional or increased export taxes and other taxes and charges on rice or freight, whether Federal, State or otherwise, during the term of this Agreement.

10. The Brazilian Government undertakes to give wide publicity to such provisions of the Agreement as will provide an incentive to maximum production of the qualities of rice specified in the attached schedule, which is made a part of this Agreement as Appendix No. 1.

11. All doubts and difficulties originating during the life of this Agreement, with respect to the United States of America, will be settled between

the Commission to Control the Washington Agreements, and the Government of the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

SCHEDULE

1. *Types and Qualities*

The qualities named hereunder as "Japan" and "Blue Rose" and "Agulha" shall be understood to be the dry dressed processed product of these qualities containing maximum ten percent "brokens" and maximum one fourth of one percent yellow grains.

2. *Prices*

a) The price for purchases by the agency of the Ministry of Food for "Japan" shall be £29/14/9 (twenty-nine pounds, fourteen shillings and nine pence payable in Sterling) per long ton of 2,240 pounds, f.o.b. ocean going vessel at Rio Grande.

The price for purchases of "Agulha" by the agency of the Ministry of Food shall be £29/14/9 (twenty-nine pounds, fourteen shillings, and nine pence payable in Sterling) per long ton of 2,240 pounds, f.o.b. ocean going vessel at Brazilian ports. Shipments of "Agulha" rice at such price shall not be inferior to the type sample which has been approved and deposited with representatives of each Government.

A premium of £1/(one pound Sterling) per long ton of 2,240 pounds over the above price for "Japan" or "Agulha" shall be paid for "Blue Rose".

The above prices are on the basis of single packing of 100 pounds net in new, strong, jute bags.

b) The price for purchases by an agency of the United States of America for "Japan" shall be $5.35 (five dollars thirty-five cents payable in U.S.A. currency) per 100 pounds f.o.b. ocean going vessel at Rio Grande.

The price for purchases of "Agulha" by an agency of the United States of America shall be $5.35 (five dollars and thirty-five cents payable in United States currency) per 100 pounds, f.o.b. ocean going vessel at Brazilian ports. Shipments of "Agulha" rice at such price shall not be inferior to the type sample which has been approved and deposited with representatives of each Government.

A premium of $0.18 (eighteen cents U.S.A. currency) per 100 pounds over the above price for "Japan" or "Agulha" shall be paid for "Blue Rose".

The above prices are on the basis of single packing of 100 pounds net in new, strong, jute bags.

c) Although the prices named are on an f.o.b. basis it is agreed that contracts entered into may be on c.i.f. or c. and f. terms with the appropriate charges added to the prices named.

d) The prices named shall be inclusive of all costs, charges, profit and commissions of Brazilian exporters and of all taxes, charges and dues incident to export.

e) The price for surpluses of types of rice other than those specified above shall be determined upon the basis of samples of the various qualities of such surpluses provided to the buying agency or agencies designated by the Governments of the United States of America and the United Kingdom. Such samples shall be fully representative and shall be jointly drawn by representatives nominated by the Government of Brazil and the buying agency.

3. *General*

a) Not more than 20% of the total exportable surplus from Rio Grande do Sul shall be "Blue Rose".

b) Shipments from the State of Rio Grande do Sul shall be made from the port of Rio Grande, and shipments from other States shall be made from a port or ports to be mutually agreed upon between buyer and seller.

c) Single packing shall be in new, strong, jute bags, but size of packing and whether double or single, and if double, whether the inner bag be jute or cotton, shall be determined by mutual agreement between buyer and seller.

d) For purchases made by the agency of the Ministry of Food, the contracts of Rice Brokers Limited, London, shall be used, the material provisions of which are set forth in an attachment (Appendix No. 1) to this schedule.

e) For purchases made by an agency of the United States of America, the contracts of such agency shall be used, the material provisions of which are set forth in an attachment (Appendix No. 2) to this schedule.

f) The Brazilian Government will procure that all shippers of rice under this agreement shall be responsible for the quality of the rice shipped and for full compliance with the terms of this Agreement.

g) The rice purchased under this Agreement will enjoy priority for its rapid movement to sea ports in Brazil.

Appendix No. 1
to Schedule

MATERIAL PROVISIONS OF CONTRACT OF RICE BROKERS LTD.

1. Shipment or shipments made to be declared by sellers not later than twentyone days after clearance of the vessel (steam or motor) at loading port, subject to confirmation by mail. Each shipment to be considered a separate contract.

2. The goods to be at buyers' risk from the time when they are on board the vessel (steam or motor) at port of shipment.

3. Buyers to give sellers due notice when vessel is expected to arrive at loading port. Should vessel to be declared or any substitute fail to arrive at port or ports of loading and be ready to load by (expiry of shipment date in contract), or buyers fail to provide the necessary tonnage, then charges at the rate of one shilling per ton of 1016 kilos per week to be paid by buyers.

4. Payment to be made by cash in London for amount of shipping invoice not later than seven days after arrival of vessel at port of discharge, or not later than 90 days from date of bill of lading, whichever is the earlier, in exchange for on board bills of lading and/or approved delivery orders and/or freight release authorizing delivery together with certificate of weight, duly in order. Certificate of origin to be furnished by sellers where required.

5. Sellers to deliver the rice overside and buyers to take the rice, including loose rice and allotted sweepings in accordance with conditions of Charter Party (or bills of lading if no Charter Party) from ship's side, paying all expenses therefrom, including the filling and repairing of bags, new bags and lighterage, port dues and import dues, if incurred.

6. The rice is not to be rejected on account of inferior quality but the buyers are to be entitled to an allowance, to be ascertained, if necessary, by arbitration as provided for in Clause No. 8 should the sound average of any shipment turn out inferior to about as per the quality contracted for as described above. The samples are to be drawn when landing not sea or ship damaged and their correctness certified and forwarded to the London Rice Brokers' Association. Sampling to be carried out in accordance with the prevailing custom of the port.

7. All goods included in this contract are guaranteed to contain not more than one-half per cent, added mineral matter and to be of the nature, substance and quality stated or described and to conform with the requirements of the Sale of Food and Drugs Act and of all regulations affecting such goods including the regulations relative to preservatives and coloring matter. Broken rice not of British origin is guaranteed to contain less than two per cent of whole rice.

8. Any dispute arising on this contract shall be referred for settlement to the arbitration of two members of this Association or their umpire, being also a member of this Association. Each party to appoint one arbitrator and hav-

ing the right of rejecting one nominee (the term member to include associate member). In the event of any party omitting to nominate an arbitrator within ten days of receipt of notice of appointment of an arbitrator by the other party, or of the arbitrators failing to agree on the appointment of an umpire, the Committee of the London Rice Brokers' Association, in either case, shall have power to appoint one forthwith, who shall act on behalf of and as if nominated by the party or parties in default. Arbitration on quality shall be claimed and the Claimant's arbitrator shall be nominated within 14 days of receipt in London of the arbitration sample or samples by the buyer or broker which sample shall be forwarded to London with due despatch or within 14 days of vessel breaking bulk whichever be the later and the arbitration held without delay. Claims for arbitration other than arbitration on quality shall be made and the claimant's arbitrator shall be nominated without undue delay. No claims can be entertained unless made and arbitrator nominated within six months after the arrival of the vessel or within six months of the date of any breach or default complained of whichever be the later date. The parties to the arbitration shall have the right of appealing against any award except on questions of law, within five clear working days to the London Rice Brokers' Association, whose decision except on questions of law shall be final. Any payments arising out of the award are to be made within one week of the date thereof.

9. Should shipment be delayed or prevented by prohibition of export, riots, strikes, lock-outs, civil commotion, earthquake, floods, official declaration of plague infection, or by the consequences of such occurrences, the contract shipment period shall be extended by one month. If at the expiration of that period, shipment is still prevented by any of the above causes, such part of the contract as has been postponed shall be void unless a further extension is mutually agreed. Should war and/or hostilities and/or the consequences thereof prevent sellers from fulfilling the contract or any part thereof, such part of the contract as sellers are so prevented from fulfilling shall be void.

Appendix No. 2
to Schedule

PRINCIPAL PROVISIONS OF CONTRACT FOR RICE PURCHASERS BY AGENCY OF UNITED STATES GOVERNMENT (OTHER THAN STIPULATIONS CONTAINED IN THE AGREEMENT)

1. The contracts shall specify the kind, crop, quantity and quality of rice purchased; type and size of packing, with the price per 100 pounds net shipping weight f. o. b. ocean going vessel at designated Brazilian port, for shipment to foreign port designated by buyer, direct or indirect, with or without transshipment, during month designated by buyer.

2. Rice to be at buyer's risk from time it is on board designated ocean going vessel for export to foreign destination. Buyer to provide marine and war risk insurance, if any.

3. Seller to make rice available in month designated by buyer and to notify latter when ready for shipment. Should buyer fail to provide vessel space during month for which rice is purchased for shipment, buyer shall be responsible for storage and insurance, beginning 30 days after notification that rice is ready for shipment at designated port of shipment within the contract time. Charges for such storage and any insurance to be at rate to be determined and set forth in contract, but in any event the rate for storage shall not exceed the prevailing rate. Warehouses for storage and companies with which insurance is placed first shall be approved by the buying agency for the United States.

4. Full payment for rice to be made against usual and required shipping documents, including on-board bill of lading, certificate of weight, and certificate of inspection as to grade and quality issued by Instituto Rio Grandense de Arroz for rice produced in the State of Rio Grande do Sul.

5. Such certificate of inspection to be issued by Ministry of Agriculture of the particular State in which other purchased rice has been produced. The buying agency representing the United States shall have the right to be represented in the inspection of rice purchased for the account of the United States. Certificate of weight to be issued by a public weigher or by other, as may be agreed upon by buyer and seller. All expenses for weighing, sampling, and certification to be paid by the seller.

6. Any questions arising under the contract, unless otherwise resolved, are to be settled by arbitration in New Orleans in accordance with the rules of the New Orleans Board of Trade, or in New York in accordance with the rules of the New York Produce Exchange.

7. Each shipment to stand as a separate sale or contract.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

DEC/DAI/459/842.16 (22) (42) RIO DE JANEIRO, *December 21, 1943*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note no. 1968 of today's date, whereby Your Excellency, referring to the recent conversations between Brazilian authorities and representatives of the Governments of the United States of America and of Great Britain regarding the exportable surpluses of rice produced in Brazil, suggests that an agreement be made on the following bases:

1. The Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland undertake to purchase the exportable surplus of rice produced in Brazil with reference to the 1943–1944 and 1944–1945 crops of the types and qualities and under the terms specified in the attached schedule, and the Brazilian Government undertakes to sell or cause to be sold such surplus, to be made available for shipment from month to month during the twelve months immediately following the harvest, that is, until April 30, 1945 and April 30, 1946, respectively.

2. In order to avoid deterioration through long storage the Brazilian Government, by means of full utilization of milling facilities, will make every endeavor to make available for shipment as large a proportion as possible of the surplus during the months of May to September in each of the years 1944 and 1945.

3. The prices stated in the attached schedule shall be applicable to the rice of the 1943–1944 crop; the prices for the 1944–1945 crop shall be established not later than July 31, 1944 by an understanding between the three Governments signatory to this Agreement.

4. The Brazilian Government undertakes to take such action as shall be necessary to limit exports of rice to those destined to the United States of America, the United Kingdom of Great Britain and Northern Ireland or their respective nominees.

5. In order that Brazil may maintain its normal channels of trade, so far as consistent with the present emergency and to assure equitable supplies to the other American Republics and the French and Dutch possessions in the Western Hemisphere, it is understood that there is excepted from the foregoing undertakings rice to an amount sufficient to satisfy the essential needs of those countries normally supplied by Brazil which, under the provisions of this Agreement, are to be represented by the following provisional quota, for each one of the two crops, which shall not be exceeded without prior consultation and agreement with the Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland, namely, a total of 10,000 (ten thousand) metric tons for the following countries: Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay, and the Dutch and French West Indies.

6. The prices of rice exported to the countries mentioned in the foregoing clause shall not exceed the level of the prices fixed for sales to the United States of America and to the United Kingdom of Great Britain and Northern Ireland.

7. It is understood that the rice shall be made available for export only under the terms of this agreement, after provision is made for meeting the needs of the domestic market of Brazil, including the production of seeds necessary for the purposes of this Agreement.

8. Purchases by the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland shall be made

on their behalf by the Agency or Agencies that may be designated periodically by those Governments, it being contemplated that such purchases may be implemented by commercial contracts (containing terms consistent with the terms of this Agreement, including delivery conditions) drawn up with interested trade associations or regular exporters, their overseas representatives, or otherwise.

9. The Ministry of Food of the United Kingdom of Great Britain and Northern Ireland has been designated to act as such agency until further notice from the Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland.

10. In view of the undertaking of the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland, the Brazilian Government undertakes not to increase or create new duties or export taxes or any other charges on rice or freight, whether Federal, State or otherwise, during the term of this Agreement.

11. The Brazilian Government undertakes to give wide publicity to such provisions of the Agreement as will provide an incentive to maximum production of the qualities of rice specified in the attached schedule, which is made a part of this Agreement as Appendix No. 1.

12. All doubts and difficulties originating during the life of this Agreement, with respect to the United States of America, will be settled between the Commission for the Control of the Washington Agreements, and the Government of the United States of America.

13. In reply, I have the honor to declare to Your Excellency that the Brazilian Government accepts the Agreement referred to on the bases suggested above, and gives to it, as of this date, its full approval.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oswaldo Aranha

His Excellency
Jefferson Caffery
Ambassador of the United States of America

Schedule

1. *Types and Qualities*

By the qualities specified below as "Japão", "Blue Rose" and "Agulha", is understood the prepared, improved and dry product, which shall contain a maximum of 10% (ten per cent) broken grains and a maximum of ¼% (one fourth of one per cent) yellow grains.

2. *Prices*

a) The price to be paid for the purchases made by the agency of the Ministry of Food of the "Japão" quality, shall be £ 29–14–9 (twenty-nine

pounds, fourteen shillings and ninepence, payable in sterling) FOB ocean steamer, port of Rio Grande, per ton of 2,240 lbs.

The price to be paid for the purchases made by the agency of the Ministry of Food of the "Agulha" quality shall be £ 29–14–9 (twenty-nine pounds, fourteen shillings and ninepence, payable in sterling) FOB ocean steamer, Brazilian ports, per ton of 2,240 lbs. The "Agulha" quality rice of this price shall not be inferior to the samples that were approved by and submitted to the representatives of each Government signatory to this Agreement.

In addition to the price established for the "Japão" or "Agulha" rice, a premium of £ 1 (one pound sterling) per ton of 2,240 lbs. shall be paid for the "Blue Rose".

The above prices shall be paid on the basis of a single packing of 100 (one hundred) pounds net in new and resistent jute sacking.

b) The price to be paid for the purchases made by an agency of the United States of America of the "Japão" quality shall be US $ 5.35 (five dollars and thirty-five cents, payable in United States currency) FOB ocean steamer, port of Rio Grande, per 100 (one hundred) lbs.

The price to be paid for purchases made by an agency of the United States of America for the "Agulha" quality shall be US $ 5.35 (five dollars and thirty-five cents, payable in United States currency) FOB ocean steamer, Brazilian ports, per 100 (one hundred) lbs. The shipments of the "Agulha" rice of this price shall not be inferior to the samples that were approved by and submitted to the representatives of each Government.

In addition to the price established for the "Japão" or "Agulha", a premium of US $ 0.18 (eighteen cents, payable in United States currency) per 100 (one hundred) lbs. shall be paid for the "Blue Rose".

The above prices shall be paid on the basis of a single packing of 100 (one hundred) pounds net in new and resistent jute sacking.

c) Notwithstanding the fact that the prices are stipulated on the basis of an FOB delivery, it is agreed that the contracts can be made for CIF or C and F delivery, provided the expenses incurred by those conditions are added to the prices stipulated.

d) The prices stipulated shall include the cost, expenses, profits and commissions of the Brazilian exporters, as well as all the duties, taxes and charges on the exportation.

e) The price for the surpluses of other types of rice which are not specified above shall be determined on the basis of the samples of the various qualities of the said surpluses submitted to the purchasing agency or agencies designated by the Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland. The said samples shall be representative of the entire crop and shall be taken jointly by the representatives appointed by the Government of Brazil and by the purchasing Agency.

3. *General*

a) The total of the exportable surplus originating in the State of Rio Grande do Sul shall not contain more than 20% (twenty per cent) of the "Blue Rose" quality.

b) The shipments from the State of Rio Grande do Sul shall be made from the port of Rio Grande, and from the other States from the port or ports to be determined by mutual agreement between the purchaser and the vendor.

c) The single packing shall be made in new and resistent jute sacking; the dimensions of the packing and whether or not it shall be single or double shall be established by mutual agreement between the purchaser and the vendor, and in the latter case, whether or not the inner sack shall be of jute or cotton.

d) In the purchases made by the agency of the Ministry of Food, the contracts of Rice Brokers Limited, London, the principal conditions of which are transcribed in annex No. 1 of this Schedule, shall be used.

e) In the purchases made by an agency of the United States of America, the contracts of that agency, the principal conditions of which are transcribed in annex No. 2 of this Schedule, shall be used.

f) The Brazilian Government shall take the necessary steps to the end that all rice exporters may be responsible for the quality of the rice shipped and for the faithful fulfilment of the clauses of the present agreement in so far as concerns them.

g) The rice acquired under the terms of the present agreement shall enjoy a priority for its rapid transportation to the seaports of Brazil.

Annex No. 1 of the Schedule

CLAUSES OF THE CONTRACT OF THE FIRM OF RICE BROKERS LIMITED, LONDON

1. The declarations of shipment or shipments, to be made by the sellers shall not be delayed beyond a period of twenty-one days after the sailing of the vessel (steamship or motorboat) from the port of embarkation, subject to confirmation by mail. Each shipment shall be considered as a separate contract.

2. Cargo risks, from the time of the placement of the goods on board the vessel (steamship or motorboat) in the port of embarkation, shall be for the account of the purchasers.

3. The purchasers shall communicate to the sellers the date on which the vessel is expected in the port of embarkation. In case the expected vessel or its substitute does not arrive in the port or ports of embarkation, or is not ready to be loaded on the day of the expiration of the period of shipment in the contract or, again, if the purchasers fail to provide the necessary space,

219-919 70 —63

the latter shall pay the expenses incurred, at the rate of one shilling per week per ton of 1016 kilos.

4. The settlement of the invoice total, to be made at sight in London, shall not be deferred beyond a period of 7 days after the arrival of the ship in the port of disembarkation or a period of 90 days after the date of the bill of lading; of these periods the one which expires first shall be effective. [The settlement] shall be made through the presentation of the bill of lading and/or duly approved orders for delivery and/or freight receipt authorizing the delivery, as well as the certificate of weight, all in proper order. The certificate of origin, when requested, shall be furnished by the sellers.

5. The sellers shall deliver and the purchasers shall receive the rice alongside the vessel, including rice in bulk and rice chaff, according to the terms of the charter party (or, in case this does not exist, according to those of the bill of lading); [the purchasers] shall pay all the expenses connected therewith, including sacking, repair of sacks, new sacks, warehousing and, in case there are any, port dues and import duties.

6. The rice shall not be rejected on the allegation that it is of inferior quality; however, the purchasers shall be entitled to an allowance to be established, if necessary, by arbitration, as provided in Clause 8, in case the average quality of any shipment should happen to be inferior to the quality stipulated, as specified above. Samples, not showing damage done by the sea or vessel, shall be obtained at the time of the disembarkation; the certificate of their quality shall be sent to the London Rice Brokers Association. The removal of the samples shall be made on the basis of the regulations adopted in the port.

7. No goods covered in the present contract may contain more than ½ of 1% in mineral matter; their nature, composition and quality shall be designated and declared according to the requirements of the Sale of Food and Drugs Act (Lei da venda de gêneros e drogas) and of all the regulations, including those relating to their preservation and coloring. Broken rice which is not of British origin shall contain less than two per cent of unbroken rice.

8. Any question arising from the present contract shall be submitted to the judgment of two members of the London Rice Brokers Association or of its arbitrator, who shall also be a member of this Association. Each party shall designate an arbitrator, and shall have the right to reject one of those who are designated. (By the term "member" is meant the member as well as the associate). In case one of the parties fails to designate an arbitrator within the period of ten days from the receipt of the communication from the other party that he has made such a designation, or in case the arbitrators do not agree to the designation of a third arbitrator, the Commission of the London Rice Brokers Association, in either of the two cases, shall have the power to designate a fourth arbitrator, who will act in the name of, or as if he were designated by, the defaultant party or parties. A decision on quality must be requested and the arbitrator-solicitor designated within 14 days from

the receipt of the sample or samples, in London, by the purchaser or broker, which sample shall be sent to that capital, duly dispatched; or within 14 days after the beginning of the unloading of the vessel, the period which expires last being effective, and the decision being made without delay. Requests for arbitration which are not for arbitration concerning quality must be made and, to that end, the arbitrator-solicitor designated as soon as possible. The claims, as well as the designation of the arbitrator, shall not be considered if they are made after a period of six months after the arrival of the vessel or six months after the date of any violation or omission made, the period which expires last being effective. Both parties shall have the right to appeal the decision of the arbitrators, except when legal questions are involved, within the period of five working days; such an appeal shall be addressed to the London Rice Brokers Association, whose decision, except with respect to legal questions, shall be final. Any payments resulting from the decision shall be made within a period of one week from the date of the same.

9. In case the shipment is postponed or suspended by reason of prohibition of exportation, mutinies, strikes, paralyzation of industries, revolutions, earthquakes, floods, official declaration of an epidemic, or by reason of the consequences of such occurrences the period of the shipping contract shall be extended for one month. If at the termination of this period, the shipment is still suspended due to any of the aforesaid causes, the part of the contract which was postponed shall be void, unless there is a new extension of the period, accepted by both parties. In case war and/or hostilities and/or consequences resulting therefrom prevent the sellers from fulfilling the contract or any of its parts, the part of the contract which, for the above reasons, could not be fulfilled by the purchasers shall be void.

Annex No. 2
of the Schedule

MAIN CLAUSES OF THE CONTRACTS FOR THE PURCHASE OF RICE BY THE GOVERNMENT AGENCY OF THE UNITED STATES OF AMERICA (IN ADDITION TO THE STIPULATIONS CONTAINED IN THE AGREEMENT)

1. The contracts shall specify the type, crop, quantity and quality of rice purchased; the type and dimensions of the packing, with the price per 100 pounds net; weight of shipment f.o.b. ocean steamer in a specified Brazilian port for shipment to a foreign port designated by the purchaser, directly or indirectly, with or without transshipment, during the month designated by the purchaser.

2. The rice shall be at the risk of the purchaser from the time it is on board the ocean steamer designated to carry it to the point of destination in the foreign country. The maritime and war-risk insurance, if there is any, shall be for the account of the purchaser.

3. The seller shall furnish the rice in the month designated by the purchaser and notify him when the rice is ready for shipment. In case the purchaser fails to provide shipping space during the month in which the rice is purchased for shipment, the purchaser shall be liable for the warehousing and for the insurance, beginning 30 days after the date of the notification that the rice is ready for shipment in the designated port of embarkation within the contractual period. The charges for such warehousing and for any insurance must be in accordance with the specifications and stipulations of the contract, but the charges for warehousing shall in no wise exceed the current rate on that date. The warehouses and the insurance companies employed for that purpose, shall first be approved by the United States Purchasing Agency.

4. The total payment for the purchases of rice shall be made against the customary and required shipping documents, including the bill of lading, certificate of weight, and certificate of inspection respecting the type and quality, issued by the Instituto Riograndense de Arroz, [Rio Grande Rice Institute] for rice produced in the State of Rio Grande do Sul.

5. That certificate of inspection shall be issued by the Department of Agriculture of the State in which the rice purchased from sources other than the State of Rio Grande do Sul was produced. The Purchasing Agency designated by the United States shall be entitled to have representatives at the inspection of the rice purchased for the account of the United States of America. The certificate of weight shall be issued by a public weigher or by someone who has been authorized for that purpose by agreement between purchaser and seller. All the expenses of weighing, sampling and certificates shall be for the account of the seller.

6. Any questions arising in the execution of this contract, if they cannot be settled in any other way, shall be decided by arbitration in New Orleans, in accordance with the regulations of the New Orleans Chamber of Commerce, or in New York, in accordance with the regulations of the New York Produce Exchange.

7. Each shipment shall be considered as a separate contract or sale.

RETURN OF CHARTERED VESSELS

Exchange of notes at Rio de Janeiro April 14, 1944
Entered into force April 14, 1944
Terminated November 24, 1946 [1]

Department of State files

The American Ambassador to the Minister of Foreign Affairs

No. 1955 RIO DE JANEIRO, *April 14, 1944*

EXCELLENCY:

I have the honor to give below the terms under which my Government proposes to return to Brazil the Brazilian flag vessels chartered to the United States of America by virtue of the agreement which your Excellency and I signed on September 30, 1942: [2]

1. The War Shipping Administration is agreeable to the return of the chartered vessels for use in the Brazilian Coastwise Trade in order to reenforce shipping effort as between the United States and Brazil.

2. Brazil in the operation of her coastwise services will give to American military cargoes and those of Rubber Development Corporation and other United States Government Agencies the same preferential treatment given Brazilian Government cargoes of similar nature.

3. Brazil will exert the maximum effort within the availability of coastal services and warehouse facilities to transport from secondary ports to the main ports of Santos, Rio de Janeiro, Victoria, Bahia, Pernambuco and Pará cargoes destined for export to the United States.

4. Brazil will continue to maintain in the United States–Brazil Services twenty-one of her ships assuming thereby responsibility for the movement of not less than twenty-five thousand tons monthly each northbound and southbound. These vessels are to be named by the Brazilian Government in accordance with the United States Government. Replacement in said Services of any of such vessels lost or withdrawn shall be subject to the approval of both Governments and the replacement or insurance privileges hereinafter stated shall not be granted until such approval is obtained. Brazil may withdraw any vessel temporarily from the terms of this agreement for the purpose of allocating it to a service other than operation between the United States and Brazil, but only with prior concurrence of the United States and in

[1] Pursuant to notice of termination given by the United States Sept. 25, 1946.
[2] *Ante*, p. 936.

such event the privileges granted herein shall be withdrawn as to such vessel while it is detached from United States–Brazil service.

5. The United States Government will, after the war, replace any vessel totally lost as the result of a war casualty, as provided in the attached exhibit [3] which is incorporated into and forms a part of this agreement, occurring during the period of its service under this agreement. Partial losses from war risks and total or partial marine risk losses are expressly excluded, and insurance against such losses will not be provided by the United States Government. The replacements to be made after the war shall, in each case, be by a vessel of approximately similar dimensions, tonnage and characteristics and of comparable value to the lost vessel. The values of both replacement vessel and lost vessel shall be established by the Mixed Commission hereinafter referred to on the basis of United States market values current at or about the time of replacement. If for any reason the United States Government is unable or unauthorized to effect such replacement, it will pay to the Brazilian Government an amount required by the Brazilian Government to purchase such a replacement vessel. The sums required to be paid in accordance with this paragraph and the characteristics of the replacement vessel shall be determined by a Mixed Commission to be established by the two Governments within sixty days after the end of the hostilities in which the United States and Brazil are at present engaged.

6. Either the United States Government or the Brazilian Government may terminate these arrangements upon 60 days written notice to the other, such termination not to affect accrued responsibilities of the United States, however, as to vessels already lost by war risk.

7. Any obligations which may have been incurred on behalf of either Brazil or the United States under the agreements of September 30, 1942, and December 7, 1942,[4] will be settled in accordance with the terms of the Agreements and letters exchanged between the Governments of the United States and Brazil.

8. The letters and agreements of September 30, 1942, and December 7, 1942, herein above referred to are canceled as of today.

It would be appreciated if Your Excellency would confirm the agreement of the Government of Brazil to the foregoing terms.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

---

[3] Not printed here.
[4] *Ante*, p. 949.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO
DAI/DEC/98/947(00) *April 14, 1944*

EXCELLENCY:

I have the honor to acknowledge the receipt of note No. 1955 of today's date, in which Your Excellency sets forth the following clauses by which the Government of the United States of America proposes the return of the Brazilian vessels leased to it by the Agreement of September 30, 1942:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

2. In reply, I wish to inform Your Excellency that the Brazilian Government is in entire agreement with the conditions stipulated above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

His Excellency
JEFFERSON CAFFERY
Ambassador of the United States of America

HEALTH AND SANITATION PROGRAM

Exchange of notes at Rio de Janeiro July 28 and August 23, 1944, with related letters, modifying agreement of November 25, 1943 [1]
Entered into force August 23, 1944
Program terminated October 3, 1960 [2]

62 Stat. 3835; Treaties and Other International Acts Series 1939

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO, BRAZIL
July 28, 1944

No. 87

EXCELLENCY:

I have the honor to refer to the Health and Sanitation Agreement between the Governments of the United States of Brazil and the United States of America, concluded at Rio de Janeiro on November 25, 1943.[1]

In this connection, I refer to a letter dated July 18, 1944, a copy of which is enclosed, from Major General George C. Dunham, Executive Vice President of the Institute of Inter-American Affairs, to His Excellency Dr. Gustavo Capanema, Minister of Education and Health of Brazil, in which General Dunham proposes certain slight alterations in the original agreement in order to facilitate and improve the execution of the cooperative program of health and sanitation by the *Serviço Especial de Saúde Pública* (S.E.S.P.), and to provide for increasing participation by Brazilians in the operation of the S.E.S.P.

I should appreciate it if Your Excellency would study these proposals in conjunction with the appropriate authorities of the Brazilian Government and, if agreeable, if you would write me indicating your approval.

Accept, Excellency, the renewed assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency
Dr. OSWALDO ARANHA
Minister for Foreign Affairs
Rio de Janeiro

---

[1] EAS 375, *ante*, p. 960.
[2] Pursuant to notice of termination given by Brazil Aug. 4, 1960.

The American Executive Vice-President of the Institute of Inter-American Affairs to the Brazilian Minister of Education and Health

A–2369 RIO DE JANEIRO, *July 18, 1944*

His Excellency
Doctor GUSTAVO CAPANEMA
Minister of Education and Health
Rio de Janeiro, Brazil

EXCELLENCY:

I have the honor of referring to the agreement between the Ministry of Education and Health of Brazil and The Institute of Inter-American Affairs dated November 25, 1943 providing for the cooperative program of health and sanitation in Brazil now being carried out by the cooperative service designated as the SESP. In order to facilitate and improve the execution of the cooperative program of health and sanitation by the SESP and to provide for increasing participation by Brazilians in the operation of the SESP, I am now proposing for consideration by Your Excellency the following modifications in certain clauses of the agreement referred to above.

Clause III which reads:

"The Government of Brazil shall appoint as Superintendent of SESP the Chief of Field Party, Health and Sanitation Division, The Institute of Inter-American Affairs. The Superintendent shall have as an administrative assistant a qualified expert duly appointed by the Minister of Education and Health and acceptable to the said Superintendent."

will be amended to read:

"The Government of Brazil shall appoint a Superintendent of the SESP who shall be acceptable to the Chief of Field Party of the Institute.

"With the approval of the Minister the Superintendent of SESP may delegate his authority to persons employed by the SESP and to members of the Field Party of the Institute who may, by mutual agreement between the Chief of Field Party and the Superintendent of the SESP, be assigned to the SESP."

Clause IV which reads:

"The health and sanitation program in Brazil shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in execution of this agreement and the allocation of funds therefor shall be agreed upon by the Minister of Education and Health and the Chief of Field Party in his capacity as representative of the Health and Sanitation Division of the Institute and shall be carried out by the Superintendent of the SESP in conformity with policies prescribed jointly by the Minister and the Chief of Field Party for the Institute."

219 919 70 64

will be amended to read:

"The policies and administrative procedures governing the realization of the health and sanitation program in Brazil shall be mutually agreed upon by the Minister of Education and Health and the Chief of Field Party. The health and sanitation program shall consist of individual projects. Each project shall be embodied in a written project description which shall be mutually agreed upon and signed by the Superintendent of the SESP and the Chief of Field Party and which shall define the kind of work to be done, the allocation of funds therefor and such other matters as the Superintendent of the SESP and the Chief of Field Party shall desire to include. All projects shall be carried out by the Superintendent of the SESP in conformity with policies jointly prescribed by the Minister of Education and Health and the Chief of Field Party."

Clause X which reads:

"The Superintendent of SESP shall have the sole power to select, appoint and discharge the employees of SESP and shall determine the salaries, transfers and conditions of employment within the SESP. The employees of SESP shall be remunerated from SESP funds. The Brazilian public officials employed in the SESP shall incur no loss of their civil service status as employees of the Government of Brazil."

will be amended to read:

"The Superintendent of SESP shall have the power to select, appoint, and discharge the employees of SESP and shall determine the salaries, transfers, and conditions of employment within the SESP (except for employees on a professional and technical level who will be employed by SESP upon mutual agreement between the Superintendent of SESP and the Chief of Field Party). The employees of SESP shall be remunerated from SESP funds. The Brazilian public officials employed in SESP shall incur no loss of their civil service status as employees of the Government of Brazil."

Clause XIV which reads:

"The Superintendent of SESP shall furnish the Minister of Education and Health any information which is desired concerning the SESP or its activities. Reports shall be provided to the Minister regarding the progress of the work of SESP and its specific projects at such time or times as agreed to by the Minister and the Superintendent."

will be amended to read:

"The Superintendent of SESP shall provide the Minister and the Chief of Field Party with reports regarding the progress of the work of SESP and its specific projects at such intervals as may be agreed upon by them and the Superintendent of SESP. The Chief of Field Party or his delegates may inspect the projects, activities, records and files of SESP as necessary."

It should also be understood that wherever in the agreement the phrase "the Minister of Education and Health" is mentioned it will be interpreted to mean the "Minister of Education and Health or his delegate". I propose for consideration by Your Excellency, in order to facilitate the operation of the SESP, that the delegate of the Minister of Education and Health as mentioned above be the Superintendent of the SESP.

It is understood that the agreement of November 25, 1943 shall remain in full force and effect, except insofar as it is specifically amended by the foregoing modifications.

If these modifications are acceptable to Your Excellency, this letter and Your Excellency's acceptance will constitute a binding and effective agreement between The Institute of Inter-American Affairs and the Ministry of Education and Health in accordance with the terms contained therein.

Accept, Excellency, the assurances of my highest consideration.

GEORGE C. DUNHAM
Major General, U.S. Army
Executive Vice-President
The Institute of Inter-American Affairs

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
RIO DE JANEIRO
August 23, 1944

DAI/DEC/235/512.6(22)

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your note No. 87 of July 28 last, in which Your Excellency refers to the Agreement on health and sanitation between the Governments of Brazil and the United States of America which was concluded in this city on November 25, 1943.

2. Your Excellency refers to the letter dated July 18 last, a copy of which is enclosed, from Major General George C. Dunham, Vice President of the Institute of Inter-American Affairs, to Doctor Gustavo Capanema, Minister of Education and Health of Brazil, suggesting some slight modifications of the aforementioned Agreement in order to facilitate and improve the execution of the cooperative program of health and sanitation by the Special Public Health Service (S.E.S.P.).

3. In reply, I have been authorized to inform Your Excellency that the Brazilian Government accepts the modifications suggested by Major General Dunham in their entirety, and that in this connection my colleague of the Ministry of Education and Health will reply to the letter that he sent to him on July 18 last.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

P. Leão Velloso

His Excellency
Jefferson Caffery
Ambassador of the
United States of America

The Brazilian Minister of Education and Health to the American Executive Vice-President of the Institute of Inter-American Affairs

[TRANSLATION]

DAI/241/512.6(22)/1944/one enclosure 497

Rio de Janeiro, *August 24, 1944*

Mr. Vice President:

I have the honor to acknowledge the receipt of your letter of July 18 last in which Your Excellency, in order to facilitate and improve the execution of the cooperative program of health and sanitation undertaken by the Special Public Health Service, and in order to allow an increasing participation by Brazilians in the operation of the aforementioned Service, proposes the following modifications in certain clauses of the agreement between the Brazilian Government and the Government of the United States, signed on November 25, 1943:

[For text of modifications, see U.S. letter, above.]

Your Excellency further suggests in the aforementioned letter:

a) that wherever in the agreement the phrase "the Minister of Education and Health" is mentioned it will be interpreted to mean the "Minister of Education and Health or his delegate".

b) that this delegate be the Superintendent of the Special Public Health Service; and

c) that the agreement of November 25, 1943 shall remain in full force and effect, except insofar as it is specifically amended by the foregoing modifications.

After giving due consideration to the modifications suggested by Your Excellency, and after submitting the matter to the high consideration of the President of the Republic, I take pleasure in communicating to you that I approve and accept the aforementioned modifications, and that they will constitute an effective agreement between the Institute of Inter-American Affairs and the Ministry of Education and Health in accordance with the terms contained in Your Excellency's letter and in the present document.

I avail myself of this occasion to renew to Your Excellency the assurances of my distinguished consideration and esteem.

Gustavo Capanema

DETAIL OF NAVAL OFFICER TO BRAZIL

Agreement signed at Washington September 29, 1944
Entered into force September 29, 1944
Expired September 29, 1948

58 Stat. 1416; Executive Agreement Series 420

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL

In conformity with the request of the Government of the United States of Brazil to the Government of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Navy to serve in the United States of Brazil under the conditions specified below:

TITLE I

Duties and Duration

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of the United States of Brazil the technical and professional service of an officer of the United States Navy to serve in the Ministry of Transportation as a Technical Adviser to the Merchant Marine Commission of the United States of Brazil.

ARTICLE 2. The officer so detailed may be replaced upon mutual agreement between the Government of the United States of America and the Government of the United States of Brazil.

ARTICLE 3. This Agreement shall come into force on the date of signature and shall continue in force for a period of four years unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of the United States of Brazil should desire that this Agreement be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before its expiration.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government.

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 6. This Agreement is subject to cancellation, upon the initiation of either the Government of the United States of America or the Government of the United States of Brazil at any time during a period when either Government is involved in domestic or foreign hostilities.

ARTICLE 7. Should the officer become unable to perform his duties by reason of continued physical disability, he may be replaced.

TITLE II

Requisites and Conditions

ARTICLE 8. The officer shall be responsible directly to the Minister of Transportation of the United States of Brazil in the performance of his duties for the Brazilian Government and in all other matters directly to the Chief of Naval Operations, United States Navy.

ARTICLE 9. The officer shall be governed by the disciplinary regulations of the United States Navy.

ARTICLE 10. During the period the officer is detailed under this Agreement or any extension thereof, the Government of the United States of Brazil shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 11. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 12. The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

ARTICLE 13. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the Navy Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officer only after consultation with the Minister of Transportation of the United States of Brazil with a view to ascertaining the mutual convenience of the Government of the United States of Brazil and the officer in respect to this leave.

ARTICLE. 14. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 12.

TITLE III

Compensations

ARTICLE 15. For the services specified in Article 1 of this Agreement, the officer shall receive from the Government of the United States of Brazil such

net annual compensation expressed in currency of the United States of America as may be agreed upon between the Government of the United States of America and the Government of the United States of Brazil. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in Brazilian national currency and when so made shall be computed at such rate of exchange as may be agreed upon between the two Governments. Payments made outside of Brazilian territory shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the United States of Brazil or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of Transportation of the United States of Brazil, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 16. The compensation set forth in Article 15 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in the United States of Brazil, during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

ARTICLE 17. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the United States of Brazil, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by him.

ARTICLE 18. The officer and his family shall be provided by the Government of the United States of Brazil with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in the United States of Brazil both for the outward and for the return trip. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to the United States of Brazil and return, shall also be paid by the Government of the United States of Brazil. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the United States of Brazil, cartage from the ship to the officer's residence in the United States of Brazil and packing and loading on board the steamer upon departure from the United States of Brazil upon termination of services. The transportation of such household effects, baggage, and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer, except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 19. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the United States of Brazil, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the United States of Brazil. During service in the United States of Brazil the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 20. If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of two years of service, the provisions of Article 18 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of the United States of Brazil all compensations, emoluments, and perquisites as though he had completed four years of service, but the annual salary shall terminate as provided in Article 16. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of the United States of Brazil.

ARTICLE 21. Compensation for transportation and traveling expenses in the United States of Brazil on official business of the Government of the United States of Brazil shall be provided by the Government of the United States of Brazil.

ARTICLE 22. The Government of the United States of Brazil shall provide suitable office space and facilities for the use of the officer.

ARTICLE 23. The Government of the United States of Brazil shall provide the officer with a suitable automobile, with chauffeur, for his use on official business and, when necessary, a launch, properly equipped, shall on call be made available by the Government of the United States of Brazil for use by the officer for the conduct of official business.

ARTICLE 24. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 25. The Government of the United States of Brazil shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she

shall be placed in such hospital as the officer deems suitable after consultation with the Minister of Transportation of the United States of Brazil. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 26. If the officer or any member of his family should die in the United States of Brazil during the period while this Agreement is in effect, the Government of the United States of Brazil shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the United States of Brazil shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 18. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of the United States of Brazil shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that those compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate, in the English and Portuguese languages, in Washington, this twenty-ninth day of September nineteen hundred and forty-four.

For the United States of America:
CORDELL HULL [SEAL]

For the United States of Brazil:
CARLOS MARTINS PEREIRA E SOUSA [SEAL]

RICE

Exchange of notes at Rio de Janeiro July 20, 1945, modifying and extending agreement of December 21, 1943
Entered into force July 20, 1945
Expired April 30, 1947

60 Stat. 1632; Treaties and Other International Acts Series 1517

The American Ambassador to the Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Rio de Janeiro, July 20, 1945

No. 195

EXCELLENCY:

I have the honor to inform Your Excellency that, following conversations recently held between representatives of the Governments of Brazil, the United Kingdom and the United States of America in regard to the price to be paid for the exportable surplus of the 1944–1945 Brazilian rice crop and the extension of the existing Agreement to the 1945–1946 crop, the Government of the United States, acting jointly with the Government of the United Kingdom, agrees to pay an increase of 10 percent on the basic price which was established for the exportable surplus of the 1943–1944 Brazilian rice crop of specified types and qualities, under the terms set forth in the Schedule incorporated in the exchange of notes of December 21, 1943 [1] establishing an Agreement for the purchase and sale of rice.

2. The Government of the United States agrees also that the maximum allowable content of broken rice, known as "brokens", referred to in Clause number 1, captioned "Types and Qualities", of the Schedule which constitutes Appendix number 1 to the exchange of notes of December 21, 1943, shall be increased from 10 per cent to 20 per cent.

3. All the terms and conditions of the Agreement established by the exchange of notes of December 21, 1943 and enclosures thereto shall remain unchanged, save for the above stated modifications in the basic price and in the percentage of broken rice.

4. Moveover, the Government of the United States agrees that all the terms and conditions of the Agreement established by the exchange of notes

[1] TIAS 1517, *ante*, p. 969.

of December 21, 1943 and enclosures thereto, with the modifications in the basic price and in the percentage of broken rice herein stated, shall apply to the exportable surplus of the 1945–1946 Brazilian rice crop of the specified types and qualities, with the understanding that the exportable surplus of the 1945–1946 crop shall be made available for shipment in periods corresponding to those established for the 1943–1944 and 1944–1945 crops, particularly in so far as the months May to September, 1946, are concerned.

I shall be grateful if Your Excellency will be so good as to convey to me the concurrence of the Brazilian Government in the terms of this Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

ADOLF A. BERLE, Jr.

His Excellency
Dr. PEDRO LEÃO VELOSO
Acting Minister for Foreign Affairs
Rio de Janeiro

The Acting Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO
July 20, 1945

DEC/SEI/SPE/DAI/164/842.16 (42) (22)

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of note no. 195 of this date, whereby Your Excellency, referring to the recent conversations between Brazilian authorities and representatives of the Governments of the United States of America and of the United Kingdom of Great Britain, with respect to the price to be paid for exportable surpluses of the 1944–1945 Brazilian rice crop, and the extension of the Agreement now in force to the 1945–1946 crop, proposes that an Agreement be approved on the following bases:

1. The Government of the United States of America, acting jointly with the Government of the United Kingdom of Great Britain, agrees to pay an increase of 10 per cent on the basic price established for the exportable surplus of the 1943–1944 Brazilian rice crop of specified types and qualities, under the terms set forth in the Schedule incorporated in the exchange of notes of December 21, 1943, which establish an Agreement for the purchase and sale of the exportable surplus of the 1944–1945 Brazilian rice crop.

2. The Government of the United States of America also agrees that the maximum allowable content of broken rice, known as "brokens", referred to in clause no. 1 (Types and qualities), of the Schedule which constitutes annex no. 1 to the exchange of notes of December 21, 1943, shall be increased from 10 per cent to 20 per cent.

3. All the terms and conditions of the Agreement established by the exchange of notes of December 21, 1943 and enclosures thereto shall remain unchanged, save for the above-stated modifications in the basic price and in the percentage of broken rice.

4. Moreover, the Government of the United States of America agrees that all the terms and conditions of the Agreement established by the exchange of notes, and annexes, of December 21, 1943, with the modifications in the basic price and in the percentage of broken rice herein stated, shall apply to the exportable surplus of the 1945–1946 Brazilian rice crop of the types and qualities specified in the table annexed to the Agreement. It is furthermore understood that the exportable surplus of the 1945–1946 crop shall be made available for shipment in periods corresponding to those established for the 1943–1944 and 1944–1945 crops, particularly in so far as the months of May to September 1946 are concerned.

5. In reply, I have the honor to inform Your Excellency that the Brazilian Government accepts the said Agreement on the terms suggested above, and gives to it, as of this date, its full approval.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

P. Leão Velloso

His Excellency
Adolf Berle, Junior
Ambassador of the United States of America

RURAL EDUCATION PROGRAM

Exchange of notes at Rio de Janeiro January 21 and February 15, 1946; agreement between Brazilian Ministry of Agriculture and Inter-American Educational Foundation October 20, 1945
Entered into force February 15, 1946; operative from January 1, 1946
Expired June 30, 1948

61 Stat. 2301; Treaties and Other International Acts Series 1549

Exchange of Notes

The American Ambassador to the Minister of Foreign Affairs

Embassy of the
United States of America
Rio de Janeiro, *January 21, 1946*

No. 375

Excellency,

I have the honor to refer to Resolution No. 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panamá in September and October of 1943 and to our conversations relative to a certain cooperative program in Rural Education which might be undertaken between the Governments of the United States of Brazil and the United States of America.

I have also the honor to refer to the informal conversations relative to such a cooperative program in Rural Education held between representatives of the Brazilian Ministry of Agriculture and representatives of the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America.

In accordance with the antecedents under reference, the Inter-American Educational Foundation, Inc., has entered into an agreement with the Ministry of Agriculture for a cooperative program in the field of Rural Education. Under the terms of this agreement the Inter-American Educational Foundation, Inc., will make available for said cooperative program the sum of Two Hundred and Fifty Thousand ($250,000.00) Dollars U.S. Currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand ($750,000.00) Dollars U.S.

currency, this amount to be in addition to the regular budget of the Government of Brazil for rural education.

This cooperative program will be carried out by a special organization created within the Brazilian Ministry of Agriculture and pursuant to specific project agreements which will define the kind of work to be undertaken and the cost thereof and which will be signed by an appropriate official of the Inter-American Educational Foundation, Inc., and by an appropriate official of the Ministry of Agriculture.

It is understood that the Government of the United States of America will furnish through the Inter-American Educational Foundation Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with Brazilian educators, specialists and technicians in the realization of this cooperative educational program.

All materials, equipment and property acquired in connection with this program shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

I should appreciate it if Your Excellency would be so kind as to confirm to me your approval of this cooperative agreement which was signed on October 20th, 1945, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., and which embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

Accept, Excellency, the renewed assurance of my highest consideration.

PAUL C. DANIELS
Chargé d'Affaires ad interim

His Excellency
Dr. PEDRO LEÃO VELLOSO
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
RIO DE JANEIRO
February 15, 1946

DEC/SEE/DAI/38/524.22(22)

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your Embassy's note No. 375, of January 21st last, relative to a program of cooperation in Rural Education between the United States of Brazil and the United States of America,

and which was the subject of an Agreement entered into by the Inter-American Educational Foundation, Inc., and the Ministry of Agriculture of Brazil.

2. It was established in the said Agreement that the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, will make available for the execution of that program a sum of $250,000.00 (two hundred and fifty thousand dollars), United States currency, and the Ministry of Agriculture will contribute the equivalent in Brazilian currency of $750,000.00 (seven hundred and fifty thousand dollars), this amount to be in addition to the regular budget of the Brazilian Government for rural education.

3. This cooperative program will be carried out by a special organization to be created within the Ministry of Agriculture, and pursuant to the specific project agreements which will define the kind of work to be undertaken and the cost thereof. These project agreements will be signed by the officials representing the Inter-American Educational Foundation, Inc. and the Ministry of Agriculture.

4. The Government of the United States of America will furnish through the Inter-American Educational Foundation, Inc., such educators, specialists and technicians as it may consider appropriate in order to collaborate with their Brazilian colleagues in the realization of the foregoing program.

5. The material, equipment and property acquired by virtue of this plan shall remain the property of the Government of Brazil upon the conclusion of the agreement referred to above, which agreement is expected to terminate on June 30, 1948.

6. In reply, I have to confirm to Your Excellency the fact that the Brazilian Government has approved the aforementioned Agreement on rural education which, signed on October 20th last, by the Minister of Agriculture and by the President of the Inter-American Educational Foundation, Inc., embodies the details relative to the establishment and the methods of fulfillment of this cooperative educational program.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

João Neves da Fontoura

His Excellency
Adolf Berle Jr.
Ambassador of the United States of America

AGREEMENT ON RURAL EDUCATION BETWEEN THE MINISTRY OF AGRICULTURE OF THE UNITED STATES OF BRAZIL AND THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC.

The Ministry of Agriculture of the United States of Brazil (hereinafter called the Ministry of Agriculture) and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following agreement to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Brazil and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October of 1943.

CLAUSE I

The objectives of this cooperative educational program are:

a) the development of closer relations between teachers of vocational agriculture in the United States of Brazil and the United States of America;

b) the interchange and training of Brazilian and American specialists in vocational agriculture;

c) the development of such other projects in the field of rural education as may be of mutual interest to the parties.

CLAUSE II

The methods of carrying out the said cooperative educational program are expected to include:

A. The furnishing by the Foundation of a small Field Staff of specialists in vocational agriculture to collaborate in the realization of the cooperative educational program;

B. The development and realization, in cooperation with various Brazilian authorities, of programs related to:

1. Studies and surveys relative to the educational needs of Brazil and of the United States of America, especially in the field of vocational agriculture, and of the resources which are available to meet them;

2. Grants to permit Brazilian administrators, educators, and special service personnel to go to the United States of America to study, to lecture, to teach and to interchange ideas and experiences with administrators, educators, and specialists in the United States of America;

3. The organization and development of teacher training programs in vocational agriculture;

4. The purchase of equipment, the preparation of teaching materials, and the development of such media as the radio, films, rural missions, bookmobiles and circulating museums;

C. The use of whatever other methods and means which may be mutually considered appropriate for the realization of the objectives of this cooperative educational program.

CLAUSE III

The Field Staff of the Foundation, mentioned in Clause II, Section A, of this agreement, shall be of such size as the Foundation shall deem advisable and shall be under the direction of an official of the Foundation who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc." (hereinafter called the "Special Representative of the Foundation") and who shall be the representative in Brazil of the Foundation in connection with the program to be undertaken in accordance with this agreement. The Special Representative and the other members of the Field Staff of the Foundation shall be acceptable to the Minister of State of Agriculture.

CLAUSE IV

There shall be created as an integral part of the Ministry of Agriculture of Brazil a special Commission, which shall have the name of "Comissão Brasileiro-Americana de Educação das Populações Rurais" (hereinafter referred to as the "CBAR") and which shall act as the executing body in the realization of the cooperative educational program. The Superintendente do Ensino Agrícola e Veterinário of the Ministry of Agriculture of Brazil shall be Superintendent of the CBAR. The Special Representative of the Foundation shall participate in the CBAR with the designation of "United States of America Representative in the CBAR", and the other members of the Field Staff of the Foundation shall participate in the activities of the CBAR and of the cooperative educational program in general in such capacities as shall be determined by mutual agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

CLAUSE V

A. The cooperative educational program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be mutually agreed upon and signed by the Superintendent of the CBAR and the Special Representative of the Foundation and which shall define the kind of work to be done, the allocation of funds therefor and the parties responsible for execution and such other matters as the parties mentioned shall desire to include.

B. The selection of Brazilian Specialists to be sent to the United States of America pursuant to this program, as well as the programs of training

which they shall follow, shall be made by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation.

C. The general policies and procedures governing the realization of the cooperative educational program, the carrying out of the projects, and the operations of the CBAR such as, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CBAR and their conditions of employment, and any other administrative matters, shall be determined and established by mutual written agreement between the Superintendent of the CBAR and the Special Representative of the Foundation. All contracts of the CBAR, as well as all disbursements from the CBAR bank account, shall bear the joint signatures of the Superintendent of the CBAR and of the Special Representative of the Foundation, in his capacity as United States of America Representative in the CBAR. The books and records of the CBAR relating to the cooperative educational program shall be open at all times for inspection by representatives of the Government of Brazil and of the Foundation, and the Superintendent of the CBAR shall render reports to the Government of Brazil and to the Foundation at such intervals as may be agreed upon between the Superintendent of the CBAR and the Special Representative of the Foundation.

Clause VI

It is contemplated that the projects to be undertaken in accordance with this cooperative educational agreement shall include assistance to, and cooperation with other Brazilian Institutions of an official or semi-official character. Funds of the CBAR and other resources contributed by the parties hereto may be allocated and expended for such purposes upon the authority of written project agreements as provided in the preceding clause. Additional or supplementary contributions of whatever nature or source may be accepted and used for projects in furtherance of this cooperative Educational Agreement.

Clause VII

In view of the fact that the CBAR is a part of the Ministry of Agriculture, the CBAR and all its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry of Agriculture and by the personnel of the same.

Clause VIII

All funds, materials, equipment and supplies acquired for the CBAR shall become the property of the Government of Brazil and shall be devoted to the Program. The Superintendent of the CBAR and the Special Representative of the Foundation shall determine by mutual agreement the precise

disposition and use of any funds and any personnel property remaining unobligated or unexpended on the termination of this agreement.

Clause IX

A. The Foundation shall determine and pay the salaries and other expenses directly payable to the members of the Field Staff, as well as such other committments of an administrative nature as the Foundation may incur in connection with the development of this program, from the sum of One Hundred and Twenty-Five Thousand ($125,000.00) Dollars, U.S. Currency, which it will retain and which for the purposes of this agreement shall be denominated the "Administrative Funds of the Foundation".

B. In addition, the Foundation shall deposit in a special bank account, in a Brazilian bank mutually agreed upon by the Superintendent of the CBAR and the Special Representative of the Foundation, to the account of the CBAR, the sum of One Hundred and Twenty-Five Thousand ($125,000.00) Dollars, U.S. Currency. These funds, which shall, for the purposes of this agreement, be denominated the "Program Funds of the Foundation", shall be deposited by the Foundation on the following dates in the following amounts:

During January 1946	U.S. $40,000.00
During January 1947	U.S. $45,000.00
During January 1948	U.S. $40,000.00
Total to be deposited	U.S. $125,000.00
Administrative Funds of the Foundation	U.S. $125,000.00
Total contribution of the Foundation	U.S. $250,000.00

C. The Foundation furthermore expresses its intention and willingness to place at the disposition of the cooperative educational program, whenever in the judgment of the Foundation that may be possible, the organization and staff of the Foundation in the United States of America, its knowledge of, and contacts with, cooperating educational agencies in the United States of America and its experience and special facilities which, within the limitations of available resources, are expected to provide many of the necessary services to enable Brazilian educators and special service personnel to derive maximum profit from their stay in the United States of America.

Clause X

The Government of the United States of Brazil, in addition to its regular budget for rural education, shall deposit in the same special bank account, to the order of the CBAR, the equivalent in Brazilian currency of Seven Hundred and Fifty Thousand ($750,000.00) Dollars, U.S. Currency, on the following dates and in the following amounts:

During January 1946	U.S. $250,000.00
During January 1947	U.S. $250,000.00
During January 1948	U.S. $250,000.00
Total to be deposited	U.S. $750,000.00

Clause XI

The Government of Brazil, in addition to its contribution as provided herein, shall in agreement with the Special Representative of the Foundation: (a) appoint specialists to collaborate with the Field Staff of the Foundation; (b) collaborate with the CBAR in making available office space, office equipment, furnishings and other such facilities, materials, equipment, supplies and services as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Government of Brazil.

Clause XII

The funds deposited by either party for any year shall not be drawn until the funds for the same year are deposited by the other party. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor.

Clause XIII

All the funds mentioned in this agreement, that is, of the Government of Brazil, of the Foundation and of the CBAR, shall continue to be available for the said cooperative educational program during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

Clause XIV

Interest on funds of the CBAR, and any income, upon investments of the CBAR, and any increment of assets of the CBAR, of whatever nature or source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of Brazil or of the Foundation.

Clause XV

In view of the fact that many purchases of materials, supplies, and equipment and other disbursements relating to the execution of the Program, as well as other payments and disbursements on behalf of Brazilian personnel sent on grants to the United States of America, must necessarily be made in the United States of America, the Superintendent of the CBAR and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the bank account of the CBAR the amounts deemed to be necessary to pay for such purchases and disbursements in the United States of America. Such amounts shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said bank account at any time upon the mutual agreement of the Superintendent of the CBAR and the Special Representative of the Foundation.

Clause XVI

In the event that, upon the expiration of each twelve-month period of this agreement, calculated from the date of its execution, and again six months before its expiration, the Foundation deems that the funds, which it has set aside as "Administrative Funds of the Foundation", will be more than are needed for that purpose for the entire period of the program, the Foundation will thereupon advise the Superintendent of the CBAR of the surplus which it can accordingly make available for projects, and such additional sums shall be paid into the bank account of the CBAR or shall be otherwise disposed of pursuant to this Agreement.

Clause XVII

All the funds introduced into Brazil by the Foundation for the purposes of the cooperative educational program shall be exempt from all taxes, service charges, investment or deposit requirements and other currency controls, and shall be converted into Cruzeiros at the most favorable rate of exchange which the Government of Brazil or any of its Agencies or any Brazilian bank concedes to the Government of Brazil or to any of its Departments or to any other Nation, organization, or individual. Similarly, where it may be necessary or advisable to convert Cruzeiros into Dollars for the financing of grants or for other expenditures in the United State of America, the conversion of Cruzeiros into Dollars shall be made at the official rate of exchange.

Clause XVIII

The Government of Brazil accepts and recognizes the Foundation as a corporate agency of the Government of the United States of America, having juridic personality, and, accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and custom duties, whether national, state, provincial or municipal, and from all requirements for licenses. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Brazilian income taxes and social security taxes with respect to the income on which they are obliged to pay income taxes or social security taxes in the United States of America. Such personnel shall also be exempt from the payment of customs or other duties on personal effects and on goods, equipment and supplies imported or exported for their own personal use or for the personal use of the members of their families.

Clause XIX

Any right, privilege, power, or duty conferred by this Agreement upon either the Superintendent of the CBAR or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that each such representative be satisfactory to the said official of

the other Government. But regardless of the naming of such representatives, the Superintendent of the CBAR and the Special Representative of the Foundation shall have the right to refer any matter directly to one another for discussion and decision.

CLAUSE XX

The Executive Power of the Government of Brazil will take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this agreement.

CLAUSE XXI

This agreement may be amended from time to time, if deemed advisable by the parties hereto, but all amendments shall be in writing and signed by a representative of the Government of Brazil and of the Foundation duly authorized thereto.

CLAUSE XXII

This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.

In Witness Whereof the undersigned, duly authorized thereto, sign the present agreement in duplicate, in the English and Portuguese languages, in Rio de Janeiro, Brazil, this twentieth day of October, nineteen hundred and forty-five.

For the Ministry of Agriculture of the United States of Brazil
APOLONIO JORGE DE FARIA SALLES
Minister of State of Agriculture

and

For the Inter-American Educational Foundation, Inc.
KENNETH HOLLAND
President

VOCATIONAL INDUSTRIAL EDUCATION PROGRAM

Exchange of notes at Rio de Janeiro March 26 and April 5, 1946; agreement between Brazilian Ministry of Education and Health and Inter-American Educational Foundation January 3, 1946
Entered into force April 5, 1946; operative from January 1, 1946
Amended and supplemented by agreements of July 23 and October 21 and 27, 1948; [1] *August 23 and September 29, 1949;* [2] *October 14, 1950;* [3] *February 18 and April 5, 1952;* [4] *and June 3 and 13, 1955* [5]
Extended by agreements of July 23 and October 21 and 27, 1948; [1] *August 23 and September 29, 1949;* [2] *October 14, 1950;* [3] *June 3 and 13, 1955;* [5] *June 29, 1960;* [6] *December 31, 1960;* [7] *and December 29, 1961, and January 11, 1962* [8]
Expired December 31, 1963

60 Stat. 1765; Treaties and Other International Acts Series 1534

Exchange of Notes

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

Embassy of the
United States of America
No. 505 Rio de Janeiro, *March 26, 1946*

Excellency:

I have the honor to refer to the Agreement on Vocational Industrial Education between the Ministry of Education and Health of the United States of Brazil and the Inter-American Educational Foundation, Inc., dated January 3, 1946, and signed by Dr. Raul Leitão da Cunha, Minister of State of Education and Health, for the Ministry of Education and Health of the United States of Brazil, and by Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., for the Foundation.

[1] TIAS 2115, *post*, p. 1055.
[2] TIAS 2115, *post*, p. 1077.
[3] 3 UST 2945; TIAS 2475.
[4] 5 UST 1817; TIAS 3055.
[5] 6 UST 2257; TIAS 3292.
[6] 11 UST 2172; TIAS 4584.
[7] 11 UST 2577; TIAS 4648.
[8] 13 UST 1076; TIAS 5050.

Clause XXII of the Agreement above-mentioned provides as follows:

"This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil."

Inasmuch as the Agreement contemplates that there shall be an exchange of notes for the purpose of formalizing and confirming the Agreement, I have the honor to inform Your Excellency that the Government of the United States of America approves the Agreement above-mentioned. Upon receipt of a note from Your Excellency indicating that the Agreement is approved by the Government of the United States of Brazil, the Government of the United States of America will consider the Agreement to be concluded as between the two Governments, effective January 1, 1946, as provided in Clause XXII of the Agreement.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

PAUL C. DANIELS
Chargé d'Affaires ad interim

His Excellency
Dr. JOÃO NEVES DA FONTOURA
Minister of Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO
April 5, 1946

DAI/DCI/67/542.2(22)

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of Note No. 505, of March 26, 1946, relating to the Agreement on Vocational Industrial Education, made between Brazil and the Inter-American Education Foundation, Inc., and signed on January 3 of the current year by the Minister of Education and Health of Brazil and the President of that Foundation.

2. Clause XXII of the aforesaid document provides:

"This Agreement shall become effective the 1st of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of

the United States of Brazil and the Embassy of the United States of America in Brazil."

3. In conformity with the above-mentioned provision, your Embassy has informed this Ministry that the Government of the United States of America approves the aforesaid Agreement and that, upon the receipt of the present note, it will consider the Agreement as concluded between the two Governments, and effective from January 1, 1946.

4. In reply, I am pleased to communicate to you that the Brazilian Government has approved the above-mentioned Agreement on Vocational Industrial Education, signed by the Ministry of Agriculture of Brazil and the Inter-American Educational Foundation, Inc., on January 3, 1946.

I avail myself of the opportunity to renew to Your Excellency the assurances of my very distinguished consideration.

João Neves da Fontoura

Paul C. Daniels, Esquire
Chargé d'Affaires of the United States of America

Agreement on Vocational Industrial Education between the Ministry of Education and Health of the United States of Brazil and the Inter-American Educational Foundation, Inc.

The Ministry of Education and Health of the United States of Brazil (hereinafter called the "Ministry of Education"), and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following agreement to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Brazil and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October of 1943.

Clause I

The objectives of this cooperative educational program are:

a) The development of closer relations between teachers of vocational education in the United States of Brazil and the United States of America;

b) the interchange and training of Brazilian and United States specialists in vocational education;

c) the development of such other projects in the field of vocational education as may be of mutual interest to the parties.

CLAUSE II

The methods of carrying out the said cooperative educational program are expected to include:

a) The furnishing by the Foundation of a small Field Staff of specialists in vocational education to collaborate in the realization of the cooperative educational program;

b) The development and realization, in cooperation with various Brazilian authorities, of programs related to:

1—Studies and surveys relative to the educational needs of Brazil and of the United States of America, especially in the field of vocational education, and of the resources which are available to meet them;

2—Grants to permit Brazilian administrators, educators, and special service personnel to go to the United States of America to study, to lecture, to teach and to interchange ideas and experiences with administrators, educators, and specialists in the United States of America;

3—The organization and development of teacher-training programs in vocational education;

4—The purchase of equipment, the preparation of teaching materials and aids and the provision of adequate library holdings and services.

c) The use of whatever other methods and means which may mutually be considered appropriate for the realization of this cooperative educational program.

CLAUSE III

The Field Staff of the Foundation, mentioned in Clause II, Section A, of this agreement, shall be of such size as the Foundation shall deem advisable and shall be under the direction of an official of the Foundation who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc." (hereinafter called the "Special Representative of the Foundation") and who shall be the representative in Brazil of the Foundation in connection with the program to be undertaken in accordance with this agreement. The Special Representative and the other members of the Field Staff of the Foundation shall be acceptable to the Minister of State of Education and Health.

CLAUSE IV

There shall be created as an integral part of the Ministry of Education a special Commission, which shall have the name of "Comissão Brasileiro-Americana de Educação Industrial" (hereinafter referred to as the "CBAI") and which shall act as the executing body in the realization of the cooperative educational program. The Director of the Diretoria de Ensino Industrial of the Ministry of Education shall be the delegate of the Minister of State of

Education and Health for all purposes connected with the cooperative educational program and this agreement and shall be Superintendent of the CBAI. The Special Representative of the Foundation shall participate in the CBAI with the designation of "United States of America Representative in the CBAI", and the other members of the Field Staff of the Foundation shall participate in the activities of the CBAI and of the cooperative educational program in general in such capacities as shall be determined by mutual agreement between the Superintendent of the CBAI and the Special Representative of the Foundation.

CLAUSE V

a) The cooperative educational program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be mutually agreed upon and signed by the Superintendent of the CBAI and the Special Representative of the Foundation and which shall define the kind of work to be done, the allocation of funds therefor and the parties responsible for execution and such other matters as the parties mentioned shall desire to include.

b) The selection of Brazilian Specialists to be sent to the United States of America pursuant to this program, as well as the programs of training which they shall follow, shall be made by mutual written agreement between the Superintendent of the CBAI and the Special Representative of the Foundation.

c) The general policies and procedures governing the realization of the cooperative educational program, the carrying out of the projects, and the operations of the CBAI, such as, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CBAI and their conditions of employment, and any other administrative matters, shall be determined and established by mutual written agreement between the Superintendent of the CBAI and the Special Representative of the Foundation. All contracts of the CBAI, as well as all disbursements from the CBAI bank account, shall bear the joint signatures of the Superintendent of the CBAI and of the Special Representative of the Foundation, in his capacity as United States of America Representative in the CBAI. The books and records of the CBAI relating to the cooperative educational program shall be opened at all times for inspection by representatives of the Government of the United States of Brazil and of the Foundation, and the Superintendent of the CBAI shall render reports to the Government and to the Foundation at such intervals as may be agreed upon between the Superintendent of the CBAI and the Special Representative of the Foundation.

CLAUSE VI

It is contemplated that the projects to be undertaken in accordance with this cooperative educational agreement shall include assistance to, and coop-

eration with, Brazilian Federal and State Institutions, as well as with other Brazilian Institutions of an official or semi-official character. Funds of the CBAI and other resources contributed by the parties hereto may be allocated and expended for such purposes upon the authority of written project agreements as provided in the preceding clause. Additional or supplementary contributions of whatever nature or source may be accepted and used for projects in furtherance of this cooperative Educational Agreement.

Clause VII

In view of the fact that the CBAI is a part of the Ministry of Education, the CBAI and all its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry of Education and by the personnel of the same.

Clause VIII

All funds, materials, equipment and supplies acquired for the CBAI shall become the property of the Government of the United States of Brazil and shall be devoted to the Program. The Superintendent of the CBAI and the Special Representative of the Foundation shall determine by mutual agreement the precise disposition and use of any funds and any property remaining unobligated or unexpended on the termination of this agreement.

Clause IX

a) The Foundation shall determine and pay the salaries and other expenses directly payable to the members of the Field Staff, as well as such other expenses of an administrative nature as the Foundation may incur in connection with the development of this program, from the sum of One Hundred and Twenty-Five Thousand ($125,000.00) Dollars, U.S. Currency, which it will retain and which for the purposes of this agreement shall be denominated the "Administrative Funds of the Foundation".

b) In addition, the Foundation shall deposit in a special bank account, in a Brazilian bank mutually agreed upon by the Superintendent of the CBAI and the Special Representative of the Foundation, to the account of the CBAI, the sum of One Hundred and Twenty-Five Thousand ($125,000.00) Dollars U.S. Currency. These funds, which shall, for the purposes of this agreement, be denominated the "Program Funds of the Foundation", shall be deposited by the Foundation on the following dates in the following amounts:

During January 1946	U.S. $40,000.00
During January 1947	U.S. $45,000.00
During January 1948	U.S. $40,000.00
Total to be deposited	U.S. $125,000.00
Administrative Funds of the Foundation	U.S. $125,000.00
Total contribution of the Foundation	U.S. $250,000.00

c) The Foundation furthermore expresses its intention and willingness to place at the disposition of the cooperative educational program, whenever in the judgment of the Foundation that may be possible, the organization and staff of the Foundation in the United States of America, its knowledge of, and contacts with, cooperating educational agencies in the United States of America and its experience and special facilities which, within the limitations of available resources, are expected to provide many of the necessary services to enable Brazilian educators and special service personnel to use to best advantage their grants for study or travel in the United States of America.

Clause X

The Government of the United States of Brazil, in addition to its regular budget for vocational education, shall deposit in the same special bank account, to the order of the CBAI, the equivalent in Brazilian currency of Five Hundred Thousand ($500,000.00) Dollars, U.S. Currency, on the following dates and in the following amounts:

During January 1946	U.S. $200,000.00
During January 1947	U.S. $200,000.00
During January 1948	U.S. $100,000.00
Total to be deposited	U.S. $500,000.00

Clause XI

The Government of the United States of Brazil, in addition to its cash contribution as provided herein, shall in agreement with the Special Representative of the Foundation:

a) appoint specialists to collaborate with the Field Staff of the Foundation;

b) collaborate with the CBAI in making available office space, office equipment, furnishings and other such facilities, materials, equipment, supplies and services as it may conveniently provide for the said program;

c) lend the general assistance thereto of the other Departments of the Government.

Clause XII

The Funds deposited by either party for any year shall not be drawn until the funds for the same year are deposited by the other party. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor.

Clause XIII

All the funds mentioned in this agreement, that is, of the Government of the United States of Brazil, of the Foundation and of the CBAI, shall continue to be available for the said cooperative educational program during the exist-

ence of this agreement, without regards to annual periods or fiscal years of either of the parties.

Clause XIV

Interest on funds of the CBAI, and income, if any, upon investments of the CBAI, and any increment of assets of the CBAI, of whatever nature or source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of the United States of Brazil or of the Foundation.

Clause XV

In view of the fact that many purchases of materials, supplies, and equipment and other disbursements relating to the execution of the Program, as well as other payments and disbursements on behalf of Brazilian personnel sent on grants to the United States of America, must necessarily be made in the United States of America, and in view of the further fact that the "Administrative Funds of the Foundation" may be inadequate to furnish the full number of United States of America technicians whom it may be desirable to employ and make available to the cooperative program, the Superintendent of the CBAI and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the bank account of the CBAI the amounts deemed to be necessary to pay for such purchases and disbursements in the United States of America and to employ and pay the salaries, living allowances, travel and other expenses of such additional United States of America personnel as the Superintendent of the CBAI and the Special Representative of the Foundation may mutually agree upon. Such amounts shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said bank account at any time upon the mutual agreement of the Superintendent of the CBAI and the Special Representative of the Foundation.

Clause XVI

In the event that, upon the expiration of each twelve-month period of this agreement, calculated from the date of its execution, and again six months before its expiration, the Foundation deems that the funds, which it has set aside as "Administrative Funds of the Foundation", will be more than are needed for that purpose for the entire period of the program, the Foundation will thereupon advise the Superintendent of the CBAI of the surplus which it can accordingly make available for projects, and such additional sums shall be paid into the bank account of the CBAI or shall be otherwise disposed of pursuant to this Agreement.

Clause XVII

All the funds introduced into Brazil by the Foundation for the purposes of the cooperative educational program shall be exempt from all taxes, service charges, investment or deposit requirements and other currency controls, and shall be converted into Cruzeiros at the most favorable rate of exchange which the Government of the United States of Brazil or any of its Agencies or any Brazilian bank concedes to the Government or to any of its Departments or to any other Nation, organization, or individual. Similarly, where it may be necessary or advisable to convert Cruzeiros into Dollars for the financing of grants or for other expenditures in the United States of America, the conversion of Cruzeiros into Dollars shall be made at the official rate of exchange.

Clause XVIII

The Government of the United States of Brazil accepts and recognizes the Foundation as a corporate agency of the Government of the United States of America, having juridic personality, and, accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and custom duties, whether national, state, provincial or municipal, and from all requirements for licenses. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Brazilian income taxes and social security taxes with respect to the income on which they are obliged to pay income taxes or social security taxes in the United States of America. Such personnel shall also be exempt from the payment of customs or other duties on personal effects and on goods, equipment and supplies imported or exported for their own personal use or for the personal use of the members of their families.

Clause XIX

Any right, privilege, power, or duty conferred by this Agreement upon either the Superintendent of the CBAI, the Special Representative of the Foundation or the Special Representative in his capacity as United States of America Representative in the CBAI may be delegated by the recipient thereof to representatives, provided that each such representative be satisfactory to the said official of the other Government. But regardless of the naming of such representatives, the Superintendent of the CBAI, the Special Representative of the Foundation and the Special Representative in his capacity as United States of America Representative in the CBAI shall have the right to refer any matter directly to one another for discussion and decision.

Clause XX

The Executive Power of the Government of the United States of Brazil will take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this agreement.

Clause XXI

This agreement may be amended from time to time, if deemed advisable by the parties hereto, but all amendments shall be in writing and signed by a representative of the Government of the United States of Brazil and of the Foundation duly authorized thereto.

Clause XXII

This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.

In Witness Whereof the undersigned, duly authorized thereto, sign the present agreement in duplicate, in the English and Portugese languages, in Rio de Janeiro, Brazil, this third day of January, nineteen hundred and forty-six.

For the Ministry of Education and Health
Raúl Leitão da Cunha
Minister of State of Education and Health

For the Inter-American Educational Foundation, Inc.
Kenneth Holland
President

LEND-LEASE SETTLEMENT

Agreement signed at Washington June 28, 1946 [1]
Entered into force June 28, 1946

60 Stat. 1797; Treaties and Other International Acts Series 1537

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL ON THE DISPOSITION OF LEND-LEASE SUPPLIES IN INVENTORY OR PROCUREMENT IN THE UNITED STATES OF AMERICA

The United States of America and the United States of Brazil in order to provide for the orderly disposition in their mutual interests of the undelivered articles which were in inventory or procurement in the United States of America, prior to September 2, 1945, for the purpose of providing mutual defense aid to the United States of Brazil under the Act of March 11, 1941,[2] as amended, agree as follows:

ARTICLE I

All articles and services undertaken to be provided by the United States of America under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of March 11, 1941, as amended, and any acts supplementary thereto.

ARTICLE II

Within such periods as may be authorized by law, the United States of America agrees to transfer to the United States of Brazil and the United States of Brazil agrees to accept those articles which are or will be available to the United States of America for transfer to the United States of Brazil out of articles that were in inventory or procurement in the United States of America prior to September 2, 1945, for the purpose of providing defense aid under the Act of March 11, 1941, to the United States of Brazil, but were not transferred prior to the date of the signature of this Agreement.

ARTICLE III

The United States of Brazil agrees to pay the United States of America for the articles transferred under Article II hereof at a time and in an amount

[1] Incorporated in settlement arrangement effected by exchange of notes at Washington Apr. 15, 1948.
[2] 55 Stat. 31.

219 919 70 66

determined as provided in Article III of the Agreement between the United States of America and the United States of Brazil on the subject of defense aid dated March 3, 1942.[3] It is understood that accessorial charges, inland and ocean freight and other expenses connected with the transportation to the United States of Brazil of the articles transferred will be paid by the United States of Brazil.

ARTICLE IV

Without limitation upon the provisions of Article II hereof, it is agreed that the approximate value and the general categories of the articles to be transferred hereunder are as follows:

Industrial equipment	$1,014,000
Air Forces equipment	137,000
Ordnance equipment	898,000

ARTICLE V

It is agreed that the articles transferred to the United States of Brazil under this Agreement shall not be retransferred to the Government of any third country without the consent of the President of the United States of America.

ARTICLE VI

It is agreed that transfers under this Agreement and articles so transferred are further subject to the provisions of Article VII of the Agreement between the United States of America and the United States of Brazil dated March 3, 1942.

ARTICLE VII

The provisions of this Agreement shall not apply to articles covered by requisitions calling for full cash payment by the United States of Brazil or to articles requisitioned under Brazilian Project Number 4 for the airplane engine factory at Xerem.

ARTICLE VIII

This Agreement does not constitute a final settlement of the terms and conditions upon which the United States of Brazil has received aid under the Act of March 11, 1941, except for the articles made available under the provisions hereof.

ARTICLE IX

It is understood that the articles comprising the category "Ordnance equipment" referred to in Article IV hereof are incomplete and that their com-

[3] *Ante*, p. 910.

pletion is not contemplated under the terms of Article II hereof; nevertheless the United States of America agrees to undertake the completion of the said articles at the option and expense of the United States of Brazil.

ARTICLE X

This Agreement shall take effect as from this day's date.

DONE in duplicate, at Washington, this 28th day of June, 1946.

For the United States of America
CHESTER T. LANE
CHESTER T. LANE
Deputy Foreign Liquidation Commissioner
Department of State

For the United States of Brazil
Col. JOÃO VALDETARO
Colonel JOAO VALDETARO
Chief of the Brazilian Military Commission

H. BAPTISTA COELHO
Commander HEITOR BAPTISTA COELHO
Chief of the Brazilian Naval Commission

JOSÉ V. DE F. LIMA, Ten Cel Ar
Lieutenant Colonel JOSE VISENTE DE FARIA LIMA
Chief of the Brazilian Aeronautical Commission

AIR TRANSPORT SERVICES

Agreement signed at Rio de Janeiro September 6, 1946, with annex, protocol of signature, and schedules
Entered into force October 6, 1946
Route schedules amended by agreements of December 30, 1950; [1] *December 1, 1958;* [2] *and December 10, 1968* [3]

61 Stat. 4121; Treaties and Other International Acts Series 1900

Air Transport Agreement between the United States of America and the United States of Brazil

The Government of the United States of America and the Government of the United States of Brazil, considering:

—that the ever-growing possibilities of commercial aviation are of increasing importance;

—that this means of transportation because of its essential characteristics, permitting rapid connections, provides the best means for bringing nations together;

—that it is desirable to organize in a safe and orderly form regular international air services, without prejudice to national and regional interests, having in mind the development of international cooperation in the field of air transport;

—that it is necessary to conclude an agreement to secure regular air communications between the two countries

have appointed for this purpose their Plenipotentiaries as follows:

The President of the United States of America, His Excellency William Douglas Pawley, Ambassador Extraordinary and Plenipotentiary in Brazil, and His Excellency James McCauley Landis, Chairman of the Civil Aeronautics Board;

The President of the United States of Brazil, His Excellency Samuel de Sousa-Leão Gracie, Acting Minister for Foreign Affairs and His Excellency Major-Brigadier Armando Figueira Trompowsky de Almeida, Minister of State for Aeronautics;

[1] 2 UST 460; TIAS 2190.
[2] 9 UST 1468; TIAS 4143.
[3] 20 UST 658; TIAS 6672.

who, after having exchanged their full powers, found to be in good and due form, agreed upon the following articles:

ARTICLE I

The Contracting Parties grant each other the rights specified in the Annex hereto, in order that there may be established the regular air services described therein (hereinafter referred to as "agreed services").

ARTICLE II

1—Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights have been granted, but not before:

(a) the Contracting Party to whom the rights have been granted shall have designated an airline or airlines for the route or routes specified;

(b) the Contracting Party granting the rights shall have given the necessary operating permission to the airline or airlines concerned (which it shall do without delay, in accordance with the provisions of paragraph 2 of this article and of Article VI).

2—The airlines so designated may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights, that they are in a position to fulfill the requirements prescribed by the laws and regulations normally applied by these authorities to the operation of commercial airlines.

ARTICLE III

1—The charges which either of the Contracting Parties impose or permits to be imposed on the airline or airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

2—Fuel, lubricating oils, and spare parts introduced into the territory of one Contracting Party or placed on board airplanes in its territory by the other Contracting Party, either for its own account or for the airlines designated by it, solely for use by the aircraft of the other Contracting Party, shall enjoy, with respect to customs duties, inspection fees and other charges imposed by the first Contracting Party, treatment not less favorable than that granted to the national airlines engaged in international air transport services or to the airlines of the most favored nation.

3—Aircraft of one of the Contracting Parties used in the operation of the agreed services and the supplies of fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall enjoy exemption from customs duties, inspection fees, and similar duties or charges in the territory of the other Contracting Party, even though these supplies be used by such aircraft on flights within that territory.

ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or validated by one of the Contracting Parties and still in force, shall be recognized as valid by the other Contracting Party for the purpose of the operation of the agreed services. Each Contracting Party reserves the right however to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to their own nationals by another State.

ARTICLE V

1—The laws and regulations of one Contracting Party, relative to the entry into its own territory, or departure therefrom of aircraft employed in international air navigation or to the operation of such aircraft within its own territory, shall be applied to aircraft of the airline or airlines of the other Contracting Party.

2—The laws and regulations of one Contracting Party as to the admission into its own territory or the departure therefrom of passengers, crew or cargo of aircraft (i.e., regulations relative to entry, clearance, immigration, passports, customs and quarantine) shall be applied to passengers, crew and cargo of aircraft of the airline or airlines designated by the other Contracting Party, within the territory of the first Contracting Party.

ARTICLE VI

Each of the Contracting Parties reserves the right to withhold or revoke the exercise of rights specified in the Annex of the present Agreement by an airline designated by the other Contracting Party when it is not satisfied that substantial ownership and effective control of the airline under reference is in the hands of nationals of the other Contracting Party, or in case of failure by that airline to comply with the laws or regulations referred to in Article V above, or to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex, or when planes put in operation are not manned by nationals of the other Contracting Party, except in cases where air crews are being trained.

ARTICLE VII

The present Agreement shall be registered with the Provisional International Civil Aviation Organization established by the Interim Agreement on International Civil Aviation signed in Chicago on December 7, 1944,[4] or its successor.

ARTICLE VIII

If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, as well as to exercise the rights specified

[4] EAS 469, vol. 3, p. 929.

in Article VI, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to be initiated within a period of 60 days from the date of the request. When these authorities agree that the Annex should be modified, or choose to exercise the rights set forth in Article VI, such decisions shall enter into force after having been confirmed by an exchange of notes through diplomatic channels.

ARTICLE IX

Except as otherwise provided in this Agreement, or its Annex, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or to its successor, unless the Contracting Parties agree to submit the dispute to an Arbitration Tribunal designated by agreement between the same Contracting Parties, or to some other person or body. The Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report.

ARTICLE X

If a general multilateral aviation convention, accepted by both Contracting Parties, enters into effect, this Agreement shall be modified in such a way so that its provisions will conform to those of the convention under reference.

ARTICLE XI

For the purposes of the present Agreement, and its Annex, except where the text provides otherwise:

(a) the term "aeronautical authorities" shall mean in the case of the United States of America the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of the United States of Brasil, the Air Minister and any person or agency authorized to perform the function exercised at present by the said Minister.

(b) the term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the Contracting Parties have communicated in writing to the aeronautical authorities of the other Contracting Party that they are the airlines that it has designated in conformity with Article II of the present Agreement for the routes specified in such designation.

(c) the term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.[5]

(d) the definitions contained in paragraphs *a*, *b* and *d* of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944, shall be applied to the present Agreement.

ARTICLE XII

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the Provisional International Civil Aviation Organization or its successor. In the event such communication is made, this Agreement shall terminate six (6) months after the date of receipt of the notice to terminate, unless by Agreement between the Contracting Parties the communication under reference is withdrawn before the expiration of that time. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed as having been received 14 days after its receipt by the Provisional International Civil Aviation Organization or its successor.

ARTICLE XIII

The present Agreement supersedes any acts, permissions, privileges or concessions already in existence at the time of the signing, granted for any reason by any of the Contracting Parties in favour of airlines of the nationality of the other Contracting Party.

ARTICLE XIV

The present Agreement will come into force thirty (30) days after the date of its signature.

In witness whereof the undersigned Plenipotentiaries have signed the present Agreement and affixed thereto their respective seals.

Done in the city of Rio de Janeiro on the sixth day of September, 1946, in two copies, in the Portuguese and English languages, both texts being equally authentic.

WILLIAM D. PAWLEY [SEAL]
JAMES M. LANDIS

AMANDO TROMPOWSKY [SEAL]
S. DE SOUSA-LEAO GRACIE

[5] TIAS 1591, *ante*, vol. 3, p. 944.

Annex

Section I

The Government of the United States of Brazil grants to the Government of the United States of America the right to conduct air transport services by one or more air carriers of American nationality designated by the latter country on the routes, specified in Schedule I attached, which transit or serve commercially the territory of the United States of Brazil.

Section II

The Government of the United States of America grants to the Government of the United States of Brazil the right to conduct air transport services by one or more air carriers of Brazilian nationality designated by the latter country on the routes, specified in Schedule II attached, which transit or serve commercially the territory of the United States of America.

Section III

One or more air carriers designated by each of the Contracting Parties under the conditions provided in this Agreement will enjoy, in the territory of the other Contracting Party, rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated and on each of the routes specified in the schedules attached at all airports open to international traffic.

Section IV

The appropriate aeronautical authorities of each of the Contracting Parties will consult from time to time, or at the request of one of the Parties, to determine the extent to which the principles set forth in Section V below are being followed by the airlines designated by the Contracting Parties, so as to prevent an unfair proportion of traffic being diverted from any designated airline through violation of those principle or principles enunciated elsewhere in this Agreement, the Annex, or the Protocol of Signature.

Section V

It is agreed between the Contracting Parties:

a) that the air transport capacity offered by the carriers of both countries should bear a close relationship to traffic requirements.

b) that in the operation of common sections of trunk routes the air carriers of the Contracting Parties should take into account their reciprocal interests so as not to affect unduly their respective Services.

c) that the services provided by a designated air carrier under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of

which such air carrier is a national and the country of ultimate destination of the traffic;

d) that the right to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in the Schedules attached, shall be applied in accordance with the general principles of orderly development to which both government subscribe and shall be subject to the general principle that capacity shall be related:

1—to traffic requirements between the country of origin and the countries of destination;

2—to the requirements of through airline operation, and

3—to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Section VI

It is agreed between the Contracting Parties that, where the onward carriage of traffic by an aircraft of different size from that employed on the earlier stage of the same route (hereinafter referred to as "change of gauge") is justified by reason of economy of operation, and where such change of gauge is to be made at a point in the territory of the United States of America or the United States of Brazil, the smaller aircraft will operate only in connection with the larger aircraft arriving at the point of change, so as to provide a connection service which will thus normally wait on the arrival of the larger aircraft, for the primary purpose of carrying onward those passengers who have travelled to the United States of America or the United States of Brazil in the larger aircraft to their ultimate destination in the smaller aircraft. It is likewise understood that the capacity of the smaller aircraft shall be determined with primary reference to the traffic travelling in the larger aircraft normally requiring to be carried onward. Where there are vacancies in the smaller aircraft such vacancies may be filled with passengers from the United States of America or the United States of Brazil respectively without prejudice to the local traffic, exclusive of cabotage.

Section VII

a) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

b) The rates to be charged by the air carriers of either Contracting Party between points in the territory of the United States and points in Brazilian territory referred to in the attached Schedules shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall

act in accordance with their obligations under the present Annex, within the limits of their legal powers.

c) Any rate proposed by the air carrier or carriers of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

d) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period of one year beginning in February 1946, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of the United States of Brazil pursuant to the principles enunciated in paragraph (b) above.

e) The Contracting Parties agree that the procedure described in paragraphs (f), (g) and (h) of this Section shall apply

1—If during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved, within a reasonable time by either Contracting Party or a conference of IATA is unable to agree on a rate, or

2—at any time no IATA machinery is applicable, or

3—if either Contracting Party at any time withdraws or fails to renew its approval of that of the IATA traffic conference machinery relevant to this Section.

f) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers of services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgement of the aeronautical authorities of the Contracting Party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic.

If one of the Contracting Parties on receipt of the notification referred to in paragraph (c) above is dissatisfied with the rate proposed by the air carrier or carriers of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to.

and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will exercise its best efforts to put such rate into effect as regards its air carrier or air carriers.

If agreement has not been reached at the end of the thirty day period referred to in paragraph (c) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (h) below.

g) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any rate proposed by the air carrier or carriers of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph (c) above, and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

h) When in any case under paragraph (f) and (g) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the air carrier or carriers of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organization or its successor for an advisory report, and each Party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

Section VIII

Changes made by either Contracting Party in the routes described in the Schedules attached except those which change the points served by these airlines in the territory of the other Contracting Party shall not be considered as modifications of the Annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If such other aeronautical authorities find that, having regard to the prin-

ciples set forth in Section V of the present Annex, interests of their air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the First Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

SECTION IX

After the present Agreement comes into force, the aeronautical authorities of both Contracting Parties will exchange information as promptly as possible concerning the authorizations extended to their respective air carriers designated to render service on the route mentioned in the annexed schedules or any part thereof. This will specially include copies of authorizations granted together with such modifications as may occur and any annexes.

PROTOCOL OF SIGNATURE

It appeared in the course of negotiations leading up to the conclusion of the Agreement on air services between the United States of America and the United States of Brazil signed at Rio de Janeiro today that the representatives of the two Contracting Parties were in agreement on the following points:

1—The air carriers of the two Contracting Parties operating on the routes described in the Annex of said Agreement shall enjoy fair and equal opportunity for the operation of the said routes.

2—When it is verified to be temporarily impossible for the carrier or carriers of one of the Contracting Parties, on a route, to take equal advantage of the opportunities referred to in 1, above, the situation thus arising will be mutually examined by both Governments for the purpose of assisting the said carrier or carriers to increasingly participate in the services contemplated on a fair and equitable basis.

3—It is recognized that the determination of tariffs to be applied by an air carrier of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such tariffs is now being studied by the Provisional International Civil Aviation Organization. It is understood under these circumstances:

a)—That, pending the acceptance by both parties of any recommendations which the Provisional International Civil Aviation Organization may make after its study of this matter, such tariffs shall be subject to consideration under the provisions of Section V (b) of the Annex to the Agreement.

b)—That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both

Contracting Parties, the consultation provided for in Article VIII of the Agreement shall be in order.

Schedule I [6]

AMERICAN ROUTES TO BRAZIL AND ACROSS BRAZILIAN TERRITORY

Part 1. *To Brazil:*

a) From the United States of America, via intermediate points in the Caribbean, South America, to Manaus-Goiania and Rio de Janeiro or São Paulo; in both directions.

Remark: While the route Manaus-Goiania-Rio de Janeiro is not ready for international operation, it will be replaced by the following route: "From the United States of America, via intermediate points in the West Coast of South America, to Campo Grande, São Paulo and Rio de Janeiro; in both directions."

Part 2. *Across Brazil:*

a) From the United States of America, via intermediate points in the Caribbean and South America, to Belém, Natal and beyond to Africa; in both directions. (In the event meteorological conditions in the North Atlantic so require, this route may be used also to Europe).

b) From the United States of America via intermediate points in the Caribbean and South America, to Belém-Barreiras-Rio de Janeiro-São Paulo, Pôrto Alegre and beyond; in both directions.

c) From the United States of America via intermediate points in the Caribbean, South America, to Manaus, Goiânia, Guaira and beyond, in both directions.

Remark: This route shall be put into operation only when the Manaus-Goiania-Rio de Janeiro route is ready.

Schedule II [6]

BRAZILIAN ROUTES TO THE UNITED STATES OF AMERICA AND ACROSS AMERICAN TERRITORY

1st Part—*To the United States of America:*

1. From the United States of Brazil, via intermediate points in South America and in the Caribbean, inclusive of Puerto Rico, to New York or Washington, (alternative), in both directions.

2. From the United States of Brazil, via intermediate points in South

[6] For amendments to route schedules, see agreements of Dec. 30, 1950 (2 UST 460; TIAS 2190), Dec. 1, 1958 (9 UST 1468; TIAS 4143), and Dec. 10, 1968 (20 UST 658; TIAS 6672).

America and in the Caribbean, inclusive of Puerto Rico, to Miami and Chicago, in both directions.

3. From the United States of Brazil, via intermediate points in South America and in the Caribbean, inclusive of Puerto Rico, to Miami and New Orleans, in both directions.

2nd Part—*Across the United States of America:*

1. From the terminal points named in the routes mentioned above by any reasonably direct route to points in third countries, in both directions.

NAVAL MISSION

Exchanges of notes at Washington January 3 and 18, March 21, May 2, June 8, August 10, and September 17, 1946, amending and extending agreement of May 7, 1942
Entered into force September 17, 1946; operative from May 7, 1946
Amended and extended by agreement of June 29 and October 9, 1954 [1]

61 Stat. 2338; Treaties and Other International Acts Series 1559

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, *January 3, 1946*

No. 1/530.1 (22)

MR. SECRETARY OF STATE:

In as much as the Agreement for the United States Naval Mission in Brazil [2] is due to expire May 7, 1946, I respectfully request Your Excellency to use your good offices with the proper authorities to the end that the said Agreement may be extended for a period of four more years.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency
JAMES F. BYRNES
Secretary of State of the United States of America

The Acting Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jan 18 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 3, 1946 in which you convey the request of your Government

[1] 5 UST 2735; TIAS 3130.
[2] Agreement signed at Rio de Janeiro May 7, 1942 (EAS 247), *ante*, p. 922.

for the renewal of the Agreement entered into on May 7, 1942, between the Governments of the United States of America and the Republic of Brazil, providing for the assignment of a United States Naval Mission to Brazil.

I note that Your Excellency's Government desires to renew this agreement for a period of four years, the renewal to commence upon the termination of the present agreement on May 7, 1946, and I am pleased to inform Your Excellency that this arrangement is agreeable to this Government, provided the agreement is so amended as to include the following language as an additional article to the basic agreement:

"The members of this Mission are permitted and may be authorized to represent the United States of America on any commission and in any other capacity having to do with military cooperation or hemispheric defense without prejudice to this contract."

I shall appreciate it if Your Excellency will inform me whether the suggested amendment is acceptable to the Brazilian Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:
SPRUILLE BRADEN

His Excellency
CARLOS MARTINS
Ambassador of Brazil

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, *March 21, 1946*

No. 61/530.1 (22)

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of the note of January 18 of the current year by which Your Excellency informed me that the United States Government concurs in extending for a period of four years, beginning on May 7, 1946, the Naval Mission Agreement between the United States of America and Brazil, after the following additional article has been included in the same:

"The members of this Mission are enabled and may be authorized to represent the United States of America on any board or in any capacity which pertains to military cooperation or defense of the Hemisphere, without prejudice to this agreement."

2. In reply, I inform Your Excellency that the Government of Brazil concurs in the inclusion of the additional article mentioned above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency
JAMES F. BYRNES
Secretary of State of the United States of America

The Brazilian Ambassador to the Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
No. 98/530.1 (22) WASHINGTON, *May 2, 1946*

MR. SECRETARY OF STATE:

Supplementary to my note No. 61, of March 21 last, concerning the renewal of the Naval Mission Agreement between the United States of America and Brazil, I have the honor to inform Your Excellency that the Brazilian Government wishes to have certain additions and alterations inserted in the articles of the Agreement which is to come into force on the seventh of the current month, in order to:

a) Establish the fact that the officers of the Mission may work in conjunction with the Staffs of the Naval Forces or in the various Bureaus of the Navy, whenever their technical and professional experience is required on such commissions;

b) Modify Title I, Article 2, of the present Agreement by the addition of a new sentence, to read as follows:

"In case members of the Naval Mission are appointed for the purpose of familiarizing the Brazilian Navy with the use of special equipment or methods, the United States Government may withdraw them without replacing them, on the completion of the special assignments for which they were appointed."

c) Modify Title IV, Article 4 of the present agreement, changing the final sentence to read as follows:

"In the case of personnel who, at the request of the Minister of Marine of Brazil, may be appointed as members of the Mission for the purpose of familiarizing the Brazilian Navy with the use of special equipment or methods, set forth in Title I, Article 2, the payment of expenses for the transportation of families, household effects and automobiles shall not be subject to

this agreement, but shall be determined by negotiation between the representative of the United States Navy and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the choice of the personnel for such duty may be agreed upon."

2. The changes given in paragraphs *b* and *c*, suggested by the United States Naval Mission, are intended to provide for the need which the Brazilian Navy will have in future for the assistance of personnel of the United States Navy in questions of training, maintenance and supply which will arise during the period in which Brazilian personnel is being familiarized with the new ships and equipment.

3. Although that duty constitutes one of the functions of the United States Naval Mission, in view of the fact that in many cases it will be of a temporary character, it will not be necessary that the personnel assigned to it be included as full members of the Mission for the entire two years of the agreement.

4. However, it will be advisable to assign the personnel who may be appointed to such duties a status which is defined in the agreement, to terminate upon completion of their particular assignments.

5. With regard to the strength of the United States Naval Mission, the Brazilian Government would like for it to be composed of:

a) *Officers*

(x) 1 chief
(x) 1 assistant chief
(x) 1 finance officer
(x) 1 ordnance officer
(x) 1 communications officer
(x) 1 naval construction officer

Officers to serve as Instructors

(x) 1 officer for the Naval War School
(x) 1 officer for the Training Center and Instructors' School
1 officer for the System of Selection of Subaltern Personnel
1 officer for the School for Training Technicians in the repair and maintenance of electronic radio, radar and sound equipment

Engineer Officers

1 boiler officer
1 turbine officer
1 damage control officer
1 torpedo factory officer
1 medical officer
1 Marine Corps officer
(x) 2 officers to serve at Staff Headquarters of the Mission

18 Total number of officers

b) *Petty Officers*

1 petty officer specialist in the repair and maintenance of optical equipment
1 petty officer torpedoman with experience in submarines
1 petty officer motor expert, with a knowledge of refrigerator plants

1 petty officer, boiler specialist, with a knowledge of high-pressure boilers
1 machinist's mate with a knowledge of steam turbines
1 electrician's mate with a knowledge of gyroscopes and internal communications
1 petty officer specialist in the localizing and control of damage
1 gunner's mate or turret chief with a knowledge of the organization and training of gun crews and the maintenance of their respective batteries
(x) 1 petty officer to serve at Staff Headquarters of the Mission
1 petty officer to serve at the headquarters of the Naval War School
1 petty officer to serve in the office of the Director of Naval Instruction

11 Total number of petty officers

The officers and petty officers marked "(x)" are already in Brazil.

6. I should be very grateful if Your Excellency would be so good as to inform me whether the American Government is in agreement with these proposals of the Brazilian Government, as set forth by me in this note, with reference to the additions and alterations in the articles of the Naval Mission Agreement, and also with reference to the composition of its complement.

7. Lastly, I inform Your Excellency that the Brazilian Government has no objection to the suggestion made by the United States Naval Mission concerning the reestablishment of the clause which appeared in our agreements prior to the one now in force, according to which the members of the Mission were granted the same rights and privileges which are enjoyed by diplomatic representatives of corresponding rank accredited in Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency
JAMES F. BYRNES
Secretary of State of the United States of America

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 8, 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note, no. 98/530.1(22) dated May 2, 1946, requesting certain modifications to the basic Agreement entered into on May 7, 1942 and extended for a period of four years by an exchange of notes dated January 3 and 18 and March 21, 1946 respectively, which provides for the assignment of a United States Naval Mission to Brazil.

In this connection, I am pleased to inform Your Excellency that the modification of Title IV, Article 4 of the basic Agreement, as suggested in para-

graph (c) of Your Excellency's note under reference, is acceptable to the Government of the United States of America provided the Agreement is amended as follows: after the word "appointed" there shall be inserted "for a period of less than six months." The Navy Department is of the opinion that for periods longer than six months, temporary members of the Mission should not, in peacetime, be ordered to duty which would require separation from their families for an excessive length of time. When the services of temporary members are required for longer than six months, they should be entitled to the privileges of the present Agreement.

With regard to the new composition suggested for the Mission, the Navy Department informs the Department it cannot make definite commitments to furnish all the specialized personnel of officers and enlisted men requested, although every effort will be put forth to make them available.

I shall appreciate it if Your Excellency will inform me whether the suggested amendment is acceptable to the Brazilian Government.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
SPRUILLE BRADEN

His Excellency
CARLOS MARTINS
Ambassador of Brazil

The Brazilian Ambassador to the Acting Secretary of State

[TRANSLATION]

EMBASSY OF THE
UNITED STATES OF BRAZIL
No. 205/530.1(22) WASHINGTON, *August 10, 1946*

MR. SECRETARY OF STATE:

In supplement to my note No. 124/530.1(22), of June 11 last, relative to the agreement for the American Naval Mission in Brazil, I have the honor to inform Your Excellency that the Brazilian Government, taking into consideration the reasons given by the American Government, agrees to the proposed change in the wording of Art. 4, Chapter IV, of the said contract.

2. This article shall therefore be worded thus:

"In the case of personnel who, at the request of the Minister of Marine of Brazil, may join the Mission for a period of less than six months for the purpose of instructing the Brazilian Navy in the use of equipment or special methods, as provided in Title I, Art. 2, payment of expenses for the transportation of families, household effects and automobiles shall not be required under this Agreement, but shall be determined by agreement between the

representative of the United States Navy and the authorized representative of the Ministry of Marine of Brazil in Washington at such time as the detail of personnel for such duty may be agreed upon."

3. With respect to the members of the American Naval Mission in Brazil, I communicate to Your Excellency that the Brazilian Government would be gratified if there were among the members a "Chief Fire Control Man" who has passed a course in repairs at the Navy Yard in Washington, D.C., and who is well acquainted with repairs on the Director XXXIII type system, distance control, electric and hydro-electric, types 4 and 5, and who has likewise had experience in the installation of artillery equipment aboard the new destroyers.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

CARLOS MARTINS PEREIRA E SOUSA

His Excellency
DEAN ACHESON
Acting Secretary of State of the United States of America

The Acting Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 17 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note, no. 205/530.1(22) of August 10, 1946, concerning the renewal of the Agreement for the United States Naval Mission to Brazil signed May 7, 1942.

In this connection, I am pleased to note that the extension of the Agreement, with the changes in the wording of Title IV, Article 4, as set forth in your note, is agreeable to your Government.

I am informed that the Navy Department is seeking a Chief Fire Control Man and as soon as a suitable selection is made his name and biographical sketch will be submitted for consideration by your Government.

Accept, Excellency, the renewed assurances of my highest consideration

For the Acting Secretary of State:
SPRUILLE BRADEN

His Excellency
CARLOS MARTINS
Ambassador of Brazil

RICE

Exchange of notes at Rio de Janeiro December 23, 1946, modifying agreement of December 21, 1943 [1]
Entered into force December 23, 1946
Expired April 30, 1947

61 Stat. 2943; Treaties and Other International Acts Series 1627

The American Ambassador to the Brazilian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO
December 23, 1946

No. 245

EXCELLENCY:

I have the honor to inform Your Excellency, with reference to the negotiations between the Brazilian authorities and the representatives of the Governments of the United States of America and of the United Kingdom, in regard to the quota of 10,000 tons of rice reserved by Brazil for sale from the 1945–46 crop to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, Uruguay and the Dutch and French West Indies, in accordance with the Agreement in force, that the Government of the United States of America agrees to the modification of the Agreement referred to, in the following terms:

I. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the quota of 10,000 metric tons of rice reserved by Brazil in accordance with the Agreement of the 21st December, 1943, for sale to Argentina, French Guiana, Bolivia, Peru, Venezuela, Colombia, Paraguay, Uruguay and the Dutch and French West Indies be increased to 13,000 metric tons, and that this shall be withdrawn from the crop of 1945–1946 of rice produced in the States of Piauí, Maranhão and Pará.

II. The shipment of rice produced in other States will not be permitted by the Brazilian Government to the countries and possessions specified in paragraph I of this Note.

---

[1] TIAS 1517, *ante*, p. 969.

III. The 3,463 metric tons of rice of the 1945–1946 crop from Southern Brazil destined to some of the countries and possessions specified in paragraph I of this Note and for which export licenses have already been issued, are considered to be additional to the above-mentioned quota.

IV. The Governments of Brazil, of the United States of America and of the United Kingdom agree that the maximum price for rice referred to in paragraph I of this Note shall be the equivalent of Cr$150.00 per sack of 60 kilos f.o.b. São Luiz, Parnaiba and Belem in terms of U.S. currency or sterling at the export rate of exchange in force on the 15th August last. Moreover, the sale of this rice will be effected in accordance with the terms of that part of the existing Agreement relating to the quota for the countries and possessions specified in paragraph I of this Note.

V. The Brazilian Government undertakes to issue instructions to its representative on the International Emergency Food Council to inform that organization about the distribution of rice made by the Brazilian authorities to the countries and possessions specified above in order that the aforesaid Council may take such distribution into consideration when arranging allocations of rice from all other sources.

VI. The quota reserved for the countries and possessions enumerated is thus increased from 10,000 to 16,463 metric tons of rice.

2. This note and the notes of Your Excellency and of the British Ambassador of similar tenor and bearing the same date constitute a formal agreement between the three Governments on this subject.[2]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

William D. Pawley

His Excellency
Dr. Raul Fernandes
Minister for Foreign Affairs
Rio de Janeiro

The Brazilian Minister of Foreign Affairs to the American Ambassador

[translation]

Ministry of Foreign Relations
Rio de Janeiro
DE/444/842.16 (22) (42) *December 23, 1946*

Mr. Ambassador,

I have the honor to inform Your Excellency that, with reference to the negotiations carried on between the Brazilian authorities and the representatives of the Governments of the United States of America and the United

Kingdom of Great Britain and Northern Ireland, with respect to the quota of 10,000 tons of rice from the 1945–46 crop reserved by Brazil in conformity with the existing Agreement for sale to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, Uruguay, the Netherland West Indies and the French West Indies, the Brazilian Government agrees to a modification of the Agreement in question on the following bases:

I. The Governments of Brazil, the United States of America, and the United Kingdom agree to the increase from 10,000 metric tons to 13,000 metric tons in the quota of rice reserved by Brazil in conformity with the Agreement of December 21, 1943, for sale to Argentina, French Guiana, Bolivia, Venezuela, Colombia, Peru, Paraguay, the French West Indies and the Netherland West Indies. This quota shall be taken from the crop of 1945–46 and shall consist only of rice produced in the States of Piaui, Maranhão and Pará.

II. No shipment of rice produced by other states shall be authorized by the Brazilian Government to the countries and possessions specified in Item I of this note.

III. The following is considered as an addition to the said quota: 3,463 metric tons of rice from the South, from the crop of 1945–46, which are intended for certain of the countries and possessions specified in Item I of this note and for which export licenses had been issued.

IV. The Governments of Brazil, the United States of America and the United Kingdom agree that a maximum price be fixed for the rice referred to in item I of this note, equivalent to 150.00 cruzeiros per 60–kilo bag, F.O.B. São Luiz, Parnaíba and Belém, in American dollars or pounds sterling, at the rate of exchange for export in force on August 15 last. Moreover, the sale of this rice shall be made in conformity with the provisions of the existing Agreement, in the section relative to the quota assigned to the countries and possessions specified in item I of this Note.

V. The Brazilian Government undertakes to issue instructions to its representatives on the International Emergency Food Council to the end that this agency may be informed of the distribution of rice made by the Brazilian authorities to the countries and possessions specified in item I of this note, in order that the said Council may take such distribution into consideration when it fixes the quotas of rice from all other sources.

VI. The quota reserved for the countries and possessions in question is thus raised from 10,000 to 16,463 metric tons of rice.

2. This note, that of Your Excellency and that of the Embassy of Great Britain, of like tenor and of the same date, constitute a formal agreement among the three Governments on this question.[2]

[2] For text of note of Dec. 23, 1946, from British Ambassador to Brazilian Minister of Foreign Affairs, see 61 Stat. 2947 or p. 5 of TIAS 1627.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency
WILLIAM DOUGLAS PAWLEY
Ambassador of the United States of America

MILITARY PERSONNEL

Exchange of notes at Rio de Janeiro December 15, 1947, and February 2, 1948
Entered into force February 2, 1948

62 Stat. 1957; Treaties and Other International Acts Series 1759

The Minister of Foreign Affairs to the American Chargé d'Affaires

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

RIO DE JANEIRO
December 15, 1947

DPo/251/602.(04)

MR. CHARGÉ D'AFFAIRES:

With reference to the verbal understanding reached last September with the Ambassador of the United States of America regarding the application, on the part of our countries, of the provisions of Paragraph 7 of the Resolution on the Principles Governing the General Regulation and Reduction of Armaments, adopted by the General Assembly of the United Nations on December 14, 1946,[1] I have the honor to inform you that the Government of the United States of Brazil agrees to make officially, jointly with the United States of America, the following declaration:

a) Military personnel of the United States of Brazil now stationed in the territory of the United States of America, including members of the Joint Brazil–United States Defense Commission [2] in Washington, have been and are so stationed with the full and freely given consent of the last-mentioned country;

b) Military personnel of the United States of America now stationed in the territory of Brazil, including members of the Joint Brazil–United States Military Commission [2] in Rio de Janeiro, have been and are so stationed with the full consent of the Government of Brazil;

c) The Governments of the United States of Brazil and the United States of America mutually agree that the aforementioned military personnel

[1] For text, see *Department of State Bulletin*, Dec. 22, 1946, p. 1138.

[2] Commissions continued by agreement of Aug. 1 and Sept. 20, 1955 (6 UST 4103; TIAS 3421).

shall continue to be so stationed until such time as the Government of the country in which they are stationed withdraws its consent thereto;

d) The military personnel of each of the two countries, stationed within the territory of the other, including members of the Joint Brazil–United States Defense Commission and the Joint Brazil–United States Military Commission, does not comprise any combat forces.

I avail myself of this opportunity to renew to you the assurances of my very distinguished consideration.

RAUL FERNANDES

Mr. DAVID MCKENDREE KEY
Chargé d'Affaires of the United States of America

The American Chargé d'Affaires to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO, BRAZIL

No. 21 *February 2, 1948*

EXCELLENCY:

I have the honor to acknowledge the receipt of the Ministry's note No. DPo/251/602.(04) dated December 15, 1947, which, in translation, reads as follows:

"With reference to the verbal understanding reached in September 1947 with the Ambassador of the United States of America regarding the application, on the part of our two countries, of Paragraph 7 of the Resolution on the Principles Governing the General Regulation and Reduction of Armaments, adopted by the General Assembly of the United Nations on December 14, 1946, I have the honor to inform you that the Government of the United States of Brazil agrees to issue officially, jointly with the United States of America, the following declaration:

a) Military personnel of the United States of Brazil now stationed in the territory of the United States of America, including those attached to the Joint Brazil–United States Defense Commission in Washington, have been and are so stationed with the full and freely given consent of the Government of the United States of America;

b) Military personnel of the United States of America now stationed in the territory of the United States of Brazil, including those attached to the Joint Brazil–United States Military Commission in Rio de Janeiro, have been and are so stationed with the full and freely given consent of the Government of Brazil;

c) The Governments of the United States of Brazil and the United States of America mutually agree that the aforementioned military personnel shall continue to be so stationed until such time as the Government of the country in which they are stationed withdraws its consent thereto;

d) None of the military personnel of either country, stationed within the territory of the other government, including military personnel attached to the Joint Brazil–United States Defense Commission and the Joint Brazil-United States Military Commission, comprises any combat forces."

The above quoted declaration by the Government of the United States of Brazil has been duly noted by the Government of the United States of America which adheres fully to the statements contained therein.

Accordingly, I have the honor to inform Your Excellency that the Ministry's note, together with this note in reply, will be considered by the Government of the United States of America as placing on record the understanding of the two governments in regard to this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

DAVID MCK. KEY

His Excellency
Dr. RAUL FERNANDES
The Minister for Foreign Affairs
Rio de Janeiro, Brazil

RECIPROCAL TRADE

Exchange of notes at Rio de Janeiro June 30, 1948
Entered into force June 30, 1948; operative July 31, 1948
Terminated June 19, 1958 [1]

62 Stat. 2799; Treaties and Other International Acts Series 1811

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO, BRAZIL, *June 30, 1948*

No. 173

EXCELLENCY:

I have noted with pleasure that the Government of the United States of Brazil has signed today the protocol for the provisional application of the General Agreement on Tariffs and Trade dated October 30, 1947.[2]

In this connection I have the honor to refer to conversations between representatives of the Brazilian Government and the Government of the United States of America to the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment, with respect to the effect of the entry into force of the General Agreement on Tariffs and Trade between the United States of America and the United States of Brazil upon the trade agreement between our two Governments concluded in 1935.

It is the understanding of the United States Government that it was then mutually agreed that the trade agreement between the United States of America and the United States of Brazil, signed February 2, 1935,[3] except for those provisions of Art. XIV thereof providing for termination upon six months notice, the notes exchanged February 2, 1935, [4] to accompany that agreement, and the supplementary agreement with accompanying exchange of notes signed April 17, 1935,[5] shall be inoperative for such time as the United States of America and the United States of Brazil are both contracting parties to the General Agreement on Tariffs and Trade as defined in Art. XXXII of that agreement.

---

[1] Pursuant to notice of termination given by Brazil Dec. 18, 1957.
[2] TIAS 1700, *ante*, vol. 4, p. 687.
[3] EAS 82, *ante*, p. 849.
[4] EAS 82, *ante*, p. 857.
[5] 49 Stat. 3834 or p. 30 of EAS 82.

I shall be pleased to receive your Excellency's confirmation of the understanding set forth above.

Accept, Your Excellency, the assurances of my highest consideration.

Chargé d'Affaires ad interim
DAVID MCK. KEY

His Excellency
Dr. RAUL FERNANDES
Minister for Foreign Affairs

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS

RIO DE JANEIRO
June 30, 1948

DE/70/890.(42)(22)

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 173 dated today, in which you propose, in accordance with what was previously determined by the Governments of Brazil and the United States of America, that the trade agreement in effect between the two Governments, signed on February 2, 1935, be suspended, with the exception of the provisions of Article XIV thereof, in as much as both countries are contracting parties to the General Agreement on Tariffs and Trade, as defined in Article XXXII of the said General Agreement.

2. In reply, I am to inform you that the Brazilian Government accepts the proposal under consideration and therefore assumes the obligations arising therefrom.

I avail myself of this opportunity to renew to you the assurances of my very distinguished consideration.

RAUL FERNANDES

Mr. DAVID MCKENDREE KEY
Chargé d'Affaires of the United States of America

MILITARY ADVISORY MISSION

Agreement signed at Washington July 29, 1948
Entered into force July 29, 1948
Amended by agreements of April 13 and May 16, 1955,[1] *and June 9 and 17, 1959*[2]
Extended by agreements of July 21 and September 23, 1952;[3] *March 31 and May 25, 1956;*[4] *and March 4 and April 2, 1958*[5]
Terminated May 3, 1960[6]

62 Stat. 2125; Treaties and Other International Acts Series 1778

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL

In conformity with the request of the Government of the United States of Brazil to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army, Navy and Air Forces, to constitute an advisory mission to the United States of Brazil under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to advise the President of the United States of Brazil or his representative in the establishment and operation of a school for senior officers of the Brazilian Army, Navy, and Air Force for combined operations similar to the United States National War College in Washington.

ARTICLE 2. This Agreement shall continue for a period of four years from the date of the signing thereof by the accredited representatives of the Government of the United States of America and the Government of the

[1] 6 UST 2885; TIAS 3330.
[2] 11 UST 166; TIAS 4427.
[3] 5 UST 820; TIAS 2970.
[4] 7 UST 2785; TIAS 3659.
[5] 9 UST 1448; TIAS 4139.
[6] Pursuant to recall of mission by the United States in accordance with provisions of art. 4(b).

United States of Brazil unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the United States of Brazil desires that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2 or before expiration of the extension authorized in Article 3 in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America, in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the United States of Brazil at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army, Navy, and Air Force as may be agreed upon by the President of the United States of Brazil through his authorized representative in Washington and the Departments of Army, Navy, and Air Force of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the President of the United States of Brazil, or his duly authorized representative, and the Chief of the Mission.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the Armed Forces of the United States of America, and shall wear the uniform thereof, but shall have precedence over all Brazilian Officers of the same rank.

ARTICLE 9. The members of the Mission shall be responsible to the President of the United States of Brazil, or his designated representative through the Chief of the Mission.

219 919—70——68

ARTICLE 10. Each member of the Mission shall be entitled to all honors and privileges which the laws and regulations of the Brazilian Armed Forces provide for Brazilian Armed Forces personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army, Navy and Air Force.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the United States of Brazil such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and the United States of Brazil. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payments may be made in Brazilian national currency and when so made shall be computed at the highest official rate of exchange in Rio de Janeiro on the date on which due. Payments made outside of Brazil shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above. The said compensation shall not be subject to any Brazilian tax, or to tax by any political subdivision of the United States of Brazil that is now or shall hereafter be in effect. Should there, however, at present or during the life of this Agreement be any taxes that might affect the said compensation, such taxes shall be borne by the United States of Brazil in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission except as otherwise specifically provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Brazil, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the United States of Brazil with first-class accommodations for travel, by the shortest usually traveled route, required and performed under this Agreement, between the port of entry in the United States of America and his official residence in Brazil, both for the outward and for the return voyage. The Government of the United States of Brazil shall

also pay all expenses of shipment of household effects, baggage and one automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the United States of Brazil, as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Brazil to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 16. The Government of the United States of Brazil shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof, and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 17. Compensation for transportation and travel expenses in the United States of Brazil on official business of the Brazilian Government shall be provided by the Government of the United States of Brazil.

ARTICLE 18. The Government of the United States of Brazil shall provide the members of the Mission with suitable motor transportation and chauffeurs, and when necessary transportation by air for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the United States of Brazil shall provide suitable office space and facilities for the use of members of the Mission.

ARTICLE 20. If any member of the Mission or any member of his family should die in the United States of Brazil, the Government of the United States of Brazil shall have the body transported to such place in the United States of America as the surviving members of the family may decide. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen days after his death. Return transportation to the port of entry in the United States of America for the family of the deceased member and for their baggage, household effects and automobile shall be as prescribed in Article 14. All compensation due the deceased member including salary for fifteen days subsequent to his death and reimbursements for expenses and transportation due the deceased member for travel performed on official business of the Government of the United States of Brazil shall be paid to the widow of the deceased member or to any person who may have been designated in writing by the deceased while serving under this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid fifteen days subsequent to the death of the said member.

Title V

Requisites and Conditions

Article 21. So long as this Agreement or any extension thereof is in effect, the Government of the United States of Brazil shall not utilize the services of any personnel of any other foreign government for duties of any nature connected with a school for senior officers of the Brazilian Army, Navy, and Air Force for combined operations except by mutual agreement between the Government of the United States of America and the Government of the United States of Brazil.

Article 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a member of the Mission. This obligation shall continue in force after termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 23. Throughout the Agreement, the term "family" is limited to mean wife and dependent children.

Article 24. Each member of the Mission shall be entitled to one month's annual leave. Any unused portion of said leave shall be cumulative from year to year during services as a member of the Mission.

Article 25. The Government of the United States of Brazil agrees to granting the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the United States of Brazil.

Article 26. The Government of the United States of Brazil shall provide for the members of the Mission and their families free and adequate medical attention.

Article 27. Any members [member] of the Mission unable to perform his duties with the Mission for reason of long continued physical disability shall be replaced.

In witness whereof, the undersigned, duly authorized thereto, have signed this Agreement in duplicate in the English and Portuguese languages, at Washington, this twenty-ninth day of July, nineteen hundred and forty-eight.

For the Government of the United States of America:
G. C. Marshall

For the Government of the United States of Brazil:
Mauricio Nabuco

VOCATIONAL INDUSTRIAL EDUCATION PROGRAM

Exchange of notes at Rio de Janeiro July 23 and October 21 and 27, 1948, amending and extending agreement of March 26 and April 5, 1946; [1] *agreement between Brazilian Ministry of Education and Health and Inter-American Educational Foundation October 30, 1948*

Entered into force October 30, 1948

Amended and extended by agreement of August 23 and September 29, 1949 [2]

Program expired December 31, 1963

63 Stat. 2857; Treaties and Other International Acts Series 2115

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 193

Rio de Janeiro, July 23, 1948

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of the United States of Brazil and the Inter-American Educational Foundation, Inc., dated January 3, 1946,[3] as amended, which provided for the initiation and execution of the cooperative program of vocational education in Brazil. I also refer to Foreign Office note (DAI/87/542.2 (22) of July 19, 1948 suggesting the consideration by our respective Governments of a further extension of that Agreement.

In accordance with legislation enacted during 1947 by the Congress of the United States of America and approved by the President of my country all of the property, funds, functions, personnel, liabilities and restrictions of the Inter-American Educational Foundation, Inc., were transferred to The Institute of Inter-American Affairs, a corporate instrumentality of my Government created by such legislative action. Consequently, the participation by

[1] TIAS 1534, *ante*, p. 1009.
[2] TIAS 2115, *post*, p. 1077.
[3] TIAS 1534, *ante*, p. 1011.

my Government in the cooperative program of vocational education is now being effectuated through The Institute of Inter-American Affairs.

As Your Excellency knows, the Basic Agreement of January 3, 1946, as amended, provided that the cooperative program of vocational education terminate on June 30, 1948. However, considering the mutual benefits which both governments have derived from the program, my Government agrees with the Government of Brazil that an extension of such program would be desirable. I have been advised by the Department of State in Washington, D.C. that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948 through June 30, 1949, upon the condition that a formal agreement, providing for the extension of the cooperative program, is signed by authorized representatives of our two governments not later than September 30, 1948. It would be understood that during such period of extension, namely, from June 30, 1948 through June 30, 1949, the Institute would make a contribution of $100,000.00 U.S. Cy. to the credit of Comissão Brasileira-Americana de Educação Industrial for use in carrying out project activities of the program on condition that your Government would contribute to the same organization for the same purpose the sum of Cr$7,000,000.00. The Institute would also be willing during the same extension period to make available an amount not exceeding $125,000.00 U.S. Cy. to be retained by the Institute, and not deposited to the account of the Comissão Brasileira-Americana de Educação Industrial, for payment of salaries and other expenses of the members of the Institute, Education Division, Field Staff, who are maintained by the Institute in Brazil. The amounts referred to would be in addition to the sums already required under the Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Education and The Institute of Inter-American Affairs.

In accordance with the desire of your Government that the cooperative work of Comissão Brasileira-Americana de Educação Industrial be continued pending the signing of the formal agreement to extend the cooperative education program, and in order to assure continuity of the program, my Government is willing to continue to maintain in Brazil the staff of specialists in vocational education of The Institute of Inter-American Affairs which was provided for in the Basic Agreement for such time as it may be reasonably necessary to reach an agreement on the technical details of the extension agreement. Your Excellency will appreciate, however, that no funds can be deposited to the account of Comissão Brasileira-Americana de Educação Industrial by The Institute of Inter-American Affairs until the formal agree-

ment, extending the cooperative education program in Brazil, is signed by authorized representatives of our two governments.

The Special Representative of The Institute in Brazil has been authorized to enter into a written agreement with the Superintendent of Comissão Brasileira-Americana de Educação Industrial to provide for the use of Comissão Brasileira-Americana de Educação Industrial funds remaining unexpended at the close of June 30, 1948, for financing only existing projects being undertaken by Comissão Brasileira-Americana de Educação Industrial pending the signing, on or before September 30, 1948, of a formal extension agreement.

It is understood that your Government will extend the same recognition to The Institute of Inter-American Affairs which was extended to The Inter-American Educational Foundation, Inc. by Clause XVIII of the Basic Agreement and that The Institute and its personnel in Brazil, who are citizens of the United States of America, will be extended the same exemptions and immunities extended to The Foundation and its personnel pursuant to such Clause XVIII of the Basic Agreement.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two governments, which shall come into force on the date of the signature of an agreement by the Minister of Education and Health of Brazil and the Special Representative of The Institute of Inter-American Affairs embodying the above mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERSCHEL V. JOHNSON

His Excellency
RAUL FERNANDES
Minister for Foreign Affairs
Rio de Janeiro

The Acting Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DAI/136/542.2(22) *October 21, 1948*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note No. 193, of July 23, 1948, in which Your Excellency refers to the extension of the Basic Agreement, as amended, for the execution of a cooperative program of vocational education in Brazil, signed in Rio de Janeiro, on January 3, 1946, between

the Ministry of Education and Health of the Government of the United States of Brazil and the Inter-American Educational Foundation, Inc., now the Education Division of the Institute of Inter-American Affairs.

2. In the said note, Your Excellency informed me that, considering the mutual benefits derived from the cooperative program of vocational education, the period of which, under the terms of the Basic Agreement of January 3, 1946, terminated on June 30, 1948, the Government of the United States of America agrees with the Government of the United States of Brazil as to the desirability of its extension.

3. Your Excellency likewise informed me that the Government of the United States of America has considered that arrangements might be made for the Institute of Inter-American Affairs, to which the property and functions of the Inter-American Educational Foundation, Inc., have been transferred, to continue its participation in the said cooperative program for one year more, or from June 30, 1948, through June 30, 1949, upon the condition, however, that a formal agreement for extension of the cooperative program is signed by authorized representatives of our two Governments not later than September 30, 1948.

4. However, by virtue of a careful study of the conditions and procedures to govern extension of the said cooperative program of vocational education forming the subject of the agreement in question, it was not possible for it to be concluded before September 30, 1948, the date set in Your Excellency's note. I therefore suggest to Your Excellency that the date on or before which the agreement for extension of the cooperative program of vocational education must be concluded between the Ministry of Education and Health of Brazil and the Institute of Inter-American Affairs, be extended to October 31, 1948.

5. It shall be stipulated in the extension agreement that, during the period of the extension of the aforementioned program, that is, from June 30, 1948, to June 30, 1949, the Institute of Inter-American Affairs will contribute $100,000.00 (one hundred thousand dollars) U. S. Cy. to the credit of the Comissão Brasileira-Americana de Educação Industrial, for use in carrying out project activities of the program, the Government of the United States of Brazil being obligated to contribute to the same organization for the same purpose the sum of Cr$7,000,000.00 (seven million cruzeiros).

6. The Institute of Inter-American Affairs will also agree to make available, during the same extension period, an amount not exceeding $125,000.00 (one hundred twenty-five thousand dollars) U.S. Cy., for payment of salaries and other expenses of the members of its Education Division Field Staff in Brazil, which sum is not to be deposited to the account of the said Comissão Brasileira-Americana de Educação Industrial and is to be retained by the Institute. The amounts referred to shall be in addition to the sums already

required under the Basic Agreement to be contributed by the parties in furtherance of the program.

7. To the end that the cooperative work of the Comissão Brasileira-Americana de Educação Industrial shall suffer no break in continuity pending the signing of the formal agreement to extend the cooperative education program, the staff of specialists in vocational education of the Institute of Inter-American Affairs will remain in Brazil for the time necessary to reach an agreement on the technical details of the extension agreement. However, no funds will be deposited to the account of the Comissão Brasileira-Americana de Educação Industrial until the aforementioned agreement for extension of the cooperative education program is signed by authorized representatives of our two Governments.

8. The Government of the United States of Brazil is also aware that the Special Representative of the Institute of Inter-American Affairs has been authorized to enter into a written agreement with the Superintendent of the Comissão Brasileira-Americana de Educação Industrial to provide for the use of the funds remaining unexpended by the Comissão at the time of termination of the Basic Agreement on June 30, 1948, devoting them solely to the financing of projects already started by the Comissão Brasileira-Americana de Educação Industrial, pending the formal signature of the extension agreement, which should be done, under the terms of Your Excellency's note, on or before September 30, 1948.

9. The Government of the United States of Brazil will extend its recognition to the Institute of Inter-American Affairs as it did to the Inter-American Educational Foundation, Inc., under the terms of Clause XVIII of the Basic Agreement, and will extend to the Institute and to its personnel in Brazil, provided they are citizens of the United States of America, the same exemptions and immunities enjoyed in Brazil by the Inter-American Educational Foundation, Inc., and its personnel, pursuant to the said clause of the Basic Agreement.

10. I thus inform Your Excellency that under the terms set forth above should the Government of the United States of America agree to extend to October 31, 1948 the date on or before which the agreement for extension of the cooperative program of vocational education must be formally concluded, Your Excellency's note, dated July 23, 1948, to which I refer at the beginning, this note and the note in which Your Excellency may inform me of the agreement of the United States Government to extend the date on or before which the said extension agreement must be concluded, will, with respect to this matter, constitute an agreement between our two Governments, which shall come into force on the date of the signature, by the Minister of Education and Health of Brazil and the Special Representative of the Insti-

tute of Inter-American Affairs, of the extension agreement embodying the above-mentioned technical details.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

HILDEBRANDO ACCIOLY

His Excellency
HERSCHEL V. JOHNSON
Ambassador of the United States of America

The American Ambassador to the Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
RIO DE JANEIRO
October 27, 1948

No. 283

EXCELLENCY:

I have the honor to acknowledge Your Excellency's note DAI/136/543.2 (22) of October 21, 1948, relative to the cooperative program of vocational education in Brazil and to express the concurrence of my Government with Your Excellency's suggestion that the period for the signing of a formal agreement, for the extension of the program by the Minister of Education and Health of Brazil and the Special Representative of The Institute of Inter-American Affairs, be extended from September 30 to October 31, 1948 in view of the circumstances that have made it impossible for Brazil to conclude by September 30, 1948 a study of the terms and procedures to govern said extension.

This note, Your Excellency's note of October 21, 1948 and my note of July 23, 1948, therefore, will be considered as constituting an agreement between our two Governments with respect to the extension of the cooperative program of vocational education and will come into force on the date of the signature of an agreement by the Minister of Education and Health of Brazil and the Special Representative of The Institute of Inter-American Affairs embodying the technical details of the program, providing the latter is concluded not later than October 31, 1948.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERSCHEL V. JOHNSON

His Excellency
Ambassador HILDEBRANDO P. P. ACCIOLY
Acting Minister for Foreign Affairs
Rio de Janeiro

EXTENSION AGREEMENT OF THE AGREEMENT SIGNED IN RIO DE JANEIRO, ON JANUARY 3, 1946, BY THE MINISTRY OF EDUCATION AND HEALTH OF THE GOVERNMENT OF THE UNITED STATES OF BRAZIL AND THE INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., ON VOCATIONAL INDUSTRIAL EDUCATION

The Ministry of Education and Health (hereinafter referred to as the "Ministry") of the Government of the United States of Brazil (hereinafter referred to as the "Government"), represented by Dr. Clemente Mariani Bittencourt, the Minister of Education and Health (hereinafter referred to as the "Minister"), and the Institute of Inter-American Affairs (hereinafter referred to as the "Institute"), a corporate instrumentality of the Government of the United States of America and successor to the Inter-American Educational Foundation, Inc. (hereinafter referred to as the "Foundation"), represented by its Special Representative, Education Division, Mr. George S. Sanders (hereinafter referred to as the "Special Representative"), have agreed, in accordance with the exchange of Notes dated July 23, 1948, and October 21 and 27, 1948, between the American Ambassador and the Brazilian Minister for Foreign Affairs, upon the following technical details for extending and modifying the Agreement executed by the Ministry and the Foundation on January 3, 1946, as amended by Special Resolution signed by the parties on August 26, 1946 (hereinafter referred to as the "Basic Agreement"), providing for a cooperative education program to be carried on in Brazil:

CLAUSE I

The cooperative education program provided for in the Basic Agreement is hereby extended for an additional period of one year from June 30, 1948, through June 30, 1949.

CLAUSE II

In addition to the funds required by the Basic Agreement to be contributed or otherwise made available by the parties thereto with respect to the cooperative education program, which funds heretofore have been contributed or otherwise made available, the parties hereto shall contribute and make available funds for use in continuing the cooperative education program during the period covered by this Extension Agreement, in accordance with the following schedule:

1. The Institute shall make available the funds necessary to pay the salaries and all other expenses of its Education Division field staff in Brazil during the period covered by this Agreement, provided that the amount of such funds shall not exceed US$125,000.00. This amount shall be administered by the Institute and shall not be deposited to the credit of the Comissão

Brasileiro-Americana de Educação Industrial (hereinafter referred to as the "CBAI").

2. The Institute shall deposit in the CBAI special bank account (hereinafter referred to as the "CBAI Bank Account"), in the Banco do Brasil, the sum of US$100,000.00 or its equivalent in cruzeiros, (which, at the exchange rate of Cr$18,50 to $1.000 equals Cr$1.850.000,00), as follows:

Within 15 days after the registration of the Brazilian appropriation	US$50, 000. 00
On or before January 31, 1949	US$50, 000. 00
Total	US$100, 000. 00

3. The Government, in addition to its regular budget for industrial education, shall deposit in the CBAI bank account the sum of Cr$7.000.000,00 (which, at the exchange rate of Cr$18,50 to $1.00 equals US$378.378,38), as follows:

Within 15 days after the registration of the Brazilian appropriation	CR$3.000.000,00
On or before January 31, 1949	CR$4.000.000,00
Total	CR$7.000.000,00

4. The funds to be deposited by the Institute under sub-paragraph 2 of this Clause II shall be available for the payment of CBAI expenses incurred on and after July 1, 1948, but all funds required to be deposited within 15 days after the registration of the Brazilian appropriation, by either party shall not be available for withdrawal or expenditure until all deposits due and payable from the other party have been made.

Clause III

The parties hereto, by written agreement of the Superintendent of the CBAI and the Special Representative, may amend the schedules for making the deposits required by Clause II hereof, may provide for advance purchase of equipment or materials by either party with appropriate credit against the payments due under the schedules, and may provide for contributions of funds by either or both parties, or by third parties, for use in effectuating the cooperative education program in addition to the funds required to be contributed by this Extension Agreement and the Basic Agreement.

Clause IV

The Basic Agreement shall remain in full force and effect for the purpose of extending the cooperative education program, as provided herein, and all provisions of the Basic Agreement shall be applicable to all operations and activities under this Extension Agreement to the same extent and with the same effect as though expressly set forth herein; EXCEPT that the Basic

Agreement, in its application to the period provided for in this Extension Agreement, is hereby amended and supplemented by the provisions of this Extension Agreement, including the following particulars:

1. Any unobligated balance of funds remaining to the credit of CBAI at the close of June 30, 1948 shall be available for expenditure during the period covered by this Extension Agreement.

2. Clause II of the Basic Agreement is hereby amended to read as follows:

"The methods of carrying out the said cooperative education program will include such procedures as:

a) The furnishing by the Institute of a field staff of specialists in industrial education to collaborate in the planning, organizing, and conducting of the cooperative education program.

b) In cooperation with various Brazilian authorities:

(1) The making of studies and surveys relative to the education requirements of Brazil in the field of industrial education and the formation and conduct of a program to meet these needs.

(2) The organization, development, and conduct of training in Brazil for teachers and administrators of industrial education, including preemployment training and in-service training of teachers, coordinators, counselors, supervisors and directors.

(3) The planning, organizing, and putting into operation of an effective vocational guidance program.

(4) Providing for the training in the United States of selected Brazilian personnel.

(5) Purchase of materials and equipment for industrial schools and teacher training programs.

(6) Use of such other methods and means as may be mutually agreed upon and appropriate for the realization of this cooperative education program."

3. The parties hereto agree that any funds of the CBAI which remain unexpended on the termination of this Extension Agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement and under Clause II of this Extension Agreement.

4. Clause XV of the Basic Agreement is hereby amended to read as follows:

"a. The Superintendent of the CBAI and the Special Representative may agree to withhold in the United States of America, from the payments to be made by the Institute into the CBAI Bank Account, the amounts con-

sidered to be necessary for the program, for the liquidation of obligations payable outside of Brazil, in United States dollars.

b. Such amounts withheld shall be considered as if deposited under the terms of this Agreement. Any funds withheld by the Institute and not expended or obligated shall be deposited in the CBAI Bank Account at any time upon mutual agreement of the Superintendent of the CBAI and the Special Representative."

5. Clause XVI of the Basic Agreement is amended to read as follows:

"The parties hereto declare their recognition that the Institute, being a corporate instrumentality of the United States of America, wholly owned, directed, and controlled by the Government of the United States of America, is entitled to share fully in the immunity from suit in the courts of Brazil which is enjoyed by the United States of America."

6. Clause XVII of the Basic Agreement is hereby amended to read as follows:

"Any of the funds introduced into Brazil by the Institute for the purpose of the cooperative education program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls, and shall be converted into cruzeiros at the then current rate of exchange but in any event at a rate of exchange not less than Cr$18,50 per dollar. Similarly, where it may be necessary or advisable to convert cruzeiros into dollars for the financing of grants or for other expenditures in the United States of America, the conversion of cruzeiros into dollars shall be made at the then current rate of exchange but in any event at a rate of exchange not less than Cr$18,50 per dollar."

7. Clause XVIII of the Basic Agreement is hereby amended to read as follows:

"a. All rights and privileges which are enjoyed by governmental and similar official divisions of the Government and by the personnel and employees of the same shall accrue to the Institute and to all its personnel and employees. Such rights and privileges shall include, but not by way of limitation, free postal, telegraph, and telephone service whenever possible, passes on railroads administered by the Government and the right to rebates or preferential tariffs allowed to departments of the Government by domestic companies of maritime and river navigation, air travel, telegraph, telephone, etc., and also freedom and immunity from excise, stamp, consular charges, property, and any or all other taxes. The Institute shall be exempted from all imposts, taxes and emoluments.

b. All employees of the Institute engaged in carrying out the objectives of the cooperative education program shall be exempt from all Brazilian income taxes and social security taxes with respect to income on which they

are obliged to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Said employees shall also be exempt from the payment of customs and import duties on personal effects and equipment and supplies imported for their own use or for the personal use of the members of their families."

8. By mutual agreement between the Superintendent of the CBAI and the Special Representative, funds of the CBAI may be used to reimburse or defray the salaries, living expenses, travel and transportation costs, and other expenses of such additional personnel of the Education Division of the Institute in Brazil as the parties mentioned may agree are necessary to be employed, in addition to the employees referred to under Clause II hereof. Such funds may be contributed or granted for such purposes by the CBAI to the Institute or to any other organization, but in every case the Superintendent of the CBAI and the Special Representative will enter into a written project agreement setting forth the scope and the other necessary terms of such contributions or grants.

9. All references in the Basic Agreement to the Inter-American Educational Foundation, Inc. shall, for the purposes of this Extension Agreement, be deemed to refer to the Institute.

CLAUSE V

The Ministry undertakes to obtain or promulgate such legislation, decrees, orders, or resolutions as may be necessary to effectuate the terms of this Extension Agreement.

CLAUSE VI

This Extension Agreement shall become effective on the date that registration is made by the Tribunal de Contas of Brazil.[4]

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in quintuplicate, in the Portuguese and English languages, in Rio de Janeiro, Brazil, this 30th day of October, 1948.

Ministry of Education and Health
CLEMENTE MARIANI
Minister of State

The Institute of Inter-American Affairs
GEORGE S. SANDERS
Special Representative,
Education Division

[4] Oct. 4, 1949.

SURVEY OF MINERAL RESOURCES

Exchange of notes at Rio de Janeiro November 26, 1948
Entered into force November 26, 1948
Expired November 26, 1958

62 Stat. 3636; Treaties and Other International Acts Series 1880

The American Ambassador to the Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Rio de Janeiro, November 26, 1948

No. 303

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of the United States of Brazil regarding the desirability of continuing the cooperative program established in 1940 for the study of Brazilian mineral resources by means of geological investigations, prospecting, beneficiation tests and related projects and for the purpose of furthering scientific collaboration between geologists, engineers, and metallurgists of the two countries in various projects relating to the mining economies of the two countries.

It is my understanding that these conversations have resulted in agreement upon a program for the joint study of Brazilian mineral resources to be carried on by the Bureau of Mines and the Geological Survey of the Department of the Interior on behalf of the Government of the United States of America and by the Departamento Nacional da Produção Mineral do Ministério da Agricultura on behalf of the Government of the United States of Brazil, in accordance with the following principles and procedures:

1. *General Purposes*—The Government of the United States of America, through the Bureau of Mines and the Geological Survey of the Department of the Interior, and the Government of the United States of Brazil, through the Departmento Nacional da Produção Mineral do Ministério da Agricultura, agree:

(a) To make appraisals of the mineral resources of Brazil by means of geological and mineralogical studies, with special emphasis upon the principal minerals which form part of the trade between the United States of America and Brazil and upon those minerals, not yet produced in great quantity in Brazil, which may enter into such trade in the future.

(b) To lay the scientific basis for the development of those resources, including the preparation of such geologic, topographic and other maps as may be necessary.

(c) To promote the interchange of scientific knowledge and special techniques between the two countries, with special reference to aerial geologic mapping, topographic mapping, economic geology, and ground water and mineralogical investigations.

(d) To make technological investigations relating to the industrial use of Brazilian ores for internal consumption and for purposes of export.

(e) To study in detail the problems connected with prospecting, research, mining, beneficiation, and combustion of Brazilian coals.

2. *Assignment of Scientists*—The Government of the United States of America, through the Bureau of Mines and the Geological Survey, will assign scientists to undertake the studies referred to in the preceding paragraph, both in the United States of America and in Brazil.

The Government of the United States of Brazil, through the Departamento Nacional da Produção Mineral, will assign capable scientists to work in the United States of America and in Brazil in collaboration with the scientists assigned by the Bureau of Mines and the Geological Survey.

The two Governments shall provide ample facilities to those scientists in order that they may carry out their respective task in either country.

3. *Projects*—As used in the present agreement, the term "project" shall signify an investigation to be carried out within a specified period.

Specific projects will be agreed upon through consultation between representatives of the Embassy of the United States of America in Brazil and the Director General of the Departamento Nacional da Produção Mineral.

Such projects will be drawn up in flexible form in order to permit such modifications in scope and methods as may be required to satisfy local conditions as the work develops. Major revisions shall be agreed upon through consultation between the representatives of the Embassy of the United States of America in Brazil and the Director General of the Departamento Nacional da Produção Mineral. Each project will not be drawn up upon an annual basis but will continue for such period of time as may be necessary for its completion.

4. *Reports*—The investigations made in accordance with the present agreement will be reported for publication by the Bureau of Mines and the Geological Survey or by the Departamento Nacional da Produção Mineral, or by all the agencies concerned. The reports will be restricted to the exclusive use of the respective Governments until both Governments have given their consent to the publication thereof.

When such consent has been given, announcement shall be made of the place or places at which such reports may be available for examination or the reports shall be published.

For the exclusive use of interested agencies of the two Governments, brief memoranda-reports relating to mineral deposits or particular problems may be prepared and furnished by the Bureau of Mines and the Geological Survey or by the Departamento Nacional da Produção Mineral.

Reports shall normally be prepared under the authorship of the collaborating scientists. Such reports may be prepared in either the United States of America or in Brazil. Laboratory and office facilities shall be furnished in the United States of America by the Bureau of Mines and the Geological Survey and in Brazil by the Departamento Nacional da Produção Mineral.

The Bureau of Mines and the Geological Survey shall be responsible for the distribution of reports to the appropriate agencies of the Government of the United States of America and to the public in that country. The Departamento Nacional da Produção Mineral shall be responsible for the distribution of reports to the appropriate agencies of the Government of the United States of Brazil and to the public of that country.

5. *Financial Conditions*—The salaries and expenses of scientists of the Bureau of Mines and the Geological Survey shall be defrayed by those agencies.

The salaries and expenses of scientists of the Departamento Nacional da Produção Mineral and of the Brazilian assistants such as draftsmen, rod men, axe men, guides, camp helpers, chauffeurs, mechanics, and laboratory assistants who may be required for any project shall be defrayed by that agency.

The Departamento Nacional da Produção Mineral shall bear the cost of transportation by common carrier within Brazil of United States personnel assigned to Brazil in accordance with the provisions of the present agreement.

Laboratory expenses incurred in the United States of America in connection with necessary investigations carried on at the Bureau of Mines or the Geological Survey shall be defrayed by those agencies.

6. *Specific Undertakings on the Part of the Government of the United States of Brazil*—The Government of the United States of Brazil agrees:

(a) To provide for the free entry into Brazil of scientists of the Bureau of Mines and the Geological Survey assigned to work on projects undertaken in accordance with the provisions of the present agreement.

(b) To provide for the entry free of duty and for the exemption from consumption and other taxes and charges of supplies, materials, and equipment for the professional and personal use of scientists of the Bureau of Mines and the Geological Survey who may be assigned to Brazil in accordance with the provisions of the present agreement and for the personal effects, clothings, foodstuffs, and supplies of those scientists.

(c) To grant to scientists of the Bureau of Mines and the Geological Survey exemption from all Brazilian taxes based upon salaries.

(d) To permit the exportation free of taxes or other official charges of

any supplies, materials, equipment, and effects brought into Brazil with the approval of the Departamento Nacional da Produção Mineral, in accordance with the provisions of the present agreement.

(e) To permit the exportation free of taxes or other official charges of any equipment purchased in Brazil with the approval of the Departamento Nacional da Produção Mineral and paid for by the Bureau of Mines and the Geological Survey.

(f) To permit the exportation free of taxes of geological specimens and samples intended for study at the Bureau of Mines and the Geological Survey in connection with projects undertaken in accordance with the provisions of the present agreement.

(g) To obtain exemption from all taxes imposed by the State Governments of Brazil on the forwarding of samples and the returning of equipment intended for use in connection with studies contemplated by the present agreement.

(h) To make available, within the limits imposed by local conditions, the use of automotive and air transportation facilities necessary or desirable in connection with projects undertaken in accordance with the provisions of the present agreement.

7. *Term*—The present agreement shall remain in effect for a period of ten years from the date of its entry into force and may be continued in force for an additional period by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance.

It is understood, of course, that participation by the Bureau of Mines and the Geological Survey on behalf of the Government of the United States of America, and of the Departamento Nacional da Produção Mineral on behalf of the Government of Brazil, in the projects contemplated by the agreement, will depend upon the availability of funds appropriated by the Congress of the United States of America and the Congress of the United States of Brazil.

Upon the receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of the United States of Brazil, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of Your Excellency's note.

Accept, Excellency, the renewed assurances of my highest consideration.

HERSCHEL V. JOHNSON

His Excellency
Ambassador HILDEBRANDO P. P. ACCIOLY
Acting Minister for Foreign Affairs
Rio de Janeiro

The Acting Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
RIO DE JANEIRO
DAI/DE/144/592.6(00) *November 26, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of note No. 303, dated today, in which Your Excellency refers to the conversations which have taken place between the Brazilian authorities and representatives of the Government of the United States of America with respect to the continuation of the cooperative program established in 1940 for the study of the mineral resources of Brazil by means of geological investigations, prospecting, beneficiation tests and related projects and for the purpose of furthering scientific collaboration between Brazilian and American geologists, engineers and metallurgists in various projects relating to the mining economies of the two countries.

2. Your Excellency observed that these conversations have resulted in a mutual agreement on the establishment of a program of joint study of the mineral resources of Brazil, to be carried out by the Departamento Nacional da Produção Mineral do Ministério da Agricultura on behalf of the Government of the United States of Brazil, and by the Bureau of Mines and the Geological Survey of the Department of Interior on behalf of the Government of the United States of America, in accordance with the following principles and procedures:

[For text of principles and procedures, see U.S. note, above.]

In reply, I am to inform Your Excellency that the Brazilian Government is in agreement with the principles and procedures established above. Consequently, this note and Your Excellency's note to which I referred at the beginning will constitute an agreement between the two Goverments on this subject, that agreement to enter into force on this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

HILDEBRANDO ACCIOLY

His Excellency
HERSCHEL V. JOHNSON
Ambassador of the
United States of America

HEALTH AND SANITATION PROGRAM

Exchange of notes at Rio de Janeiro December 15 and 30, 1948, modifying and extending agreement of March 14, 1942, as modified and extended
Entered into force January 14, 1949; operative from January 1, 1949
Program terminated October 3, 1960 [1]

62 Stat. 3835; Treaties and Other International Acts Series 1939

The American Ambassador to the Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Rio de Janeiro, December 15, 1948

No. 315

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of the United States of Brazil and The Institute of Inter-American Affairs arising out of the exchange of correspondence between the Acting Secretary of State of the United States of America and the Minister of Finance of Brazil on March 14, 1942,[2] as later modified and extended, which provided for the initiation and execution of the existing health and sanitation program in Brazil. I also refer to the note of Your Excellency's Ministry of December 13, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the aforementioned Basic Agreement, as amended, provides that the health and sanitation program will terminate on December 31, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Brazil, that an extension of such program would be desirable. I have been advised by the Department of State in Washington, D.C., that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of six (6) months from December 31, 1948 through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of $250,000 U.S. Cy. to the Serviço Especial de Saúde Pública (SESP) for use in carrying out project activities of the program on condition that

[1] Pursuant to notice of termination given by Brazil Aug. 4, 1960.
[2] EAS 372, *ante*, p. 919.

Your Government would contribute to the SESP for the same purpose the sum of Cr$50,000,000.00. The Institute would also be willing during the same extension period to make available funds to be retained by the Institute, and not deposited to the account of the SESP, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Brazil. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Education and Health and The Institute of Inter-American Affairs.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Education and Health of Brazil and by a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERSCHEL V. JOHNSON

His Excellency
Ambassador HILDEBRANDO P. P. ACCIOLY
Acting Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DAI/155/112.63 *December 30, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of note no. 315, of December 15th of the current year, in which Your Excellency refers to the Basic Agreement between the Government of the United States of Brazil and the Institute of Inter-American Affairs which resulted from an exchange of correspondence between the Secretary of State of the United States of America and the Minister of the Treasury of Brazil on March 14, 1942, and was later amended and extended, and which provides for the beginning and

execution of the program now in progress on sanitation and public health in Brazil.

2. Your Excellency informs me in that note that the Government of the United States of America, in virtue of the mutual benefits derived from the aforementioned program of cooperation, agrees with the suggestion made by the Government of the United States of Brazil that it be extended.

3. Your Excellency also informs me that the Government of the United States of America believes that an arrangement may be made for the Institute of Inter-American Affairs to continue to participate in the program of cooperation in question for a period of six (6) months, from December 31, 1948 to June 30, 1949.

4. The aforesaid arrangement shall provide that during the period of extension the Institute of Inter-American Affairs will contribute $250,000 U.S. cy. (two hundred and fifty thousand dollars) in currency to the *Serviço Especial* de Saúde Pública (SESP). This amount is to be used in the fulfillment of the planned activities of the program, and the Government of the United States of Brazil shall contribute the amount of $50,000,000.00 Cruzeiros (fifty million cruzeiros) to the same organization and for the same purposes.

5. The Institute of Inter-American Affairs further undertakes to contribute, during this period of extension, the amounts to be used in the payment of salaries and other expenses of the members of the technical and administrative personnel of its Health and Sanitation Division in Brazil. This money will not be deposited to the account of the SESP and will remain in the possession of the Institute. These amounts will be in addition to the amounts already required under the Basic Agreement, as a contribution by the parties intended for the execution of the program thereof.

6. I take pleasure in communicating to Your Excellency that the Government of the United States of Brazil agrees with the Government of the United States of America on the extension of the Agreement on cooperation in matters of sanitation and public health in Brazil, according to the terms set forth above. This note and that of Your Excellency of December 15th, to which I refer in the beginning, shall constitute the expression of such agreement between the two Governments. This agreement shall come into force on the date of signature of the appropriate instrument of extension, with the aforesaid technical provisions, by the Minister of State for Education and Health of Brazil and the Representative of the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency
HERSCHEL V. JOHNSON
Ambassador of the
United States of America

HEALTH AND SANITATION PROGRAM

Exchange of notes at Rio de Janeiro July 22 and August 31, 1949, extending agreement of March 14, 1942, as amended and extended
Entered into force October 4, 1949; operative from June 30, 1949
Expired December 31, 1949
Program terminated October 3, 1960 [1]

63 Stat. 2777; Treaties and Other International Acts Series 2004

The American Ambassador to the Minister of Foreign Affairs

No. 134 — Rio de Janeiro, *July 22, 1949*

Excellency:

I have the honor to refer to the Basic Agreement, as amended, entered into in March 1942 [2] on behalf of the Republic of the United States of Brazil and The Institute of Inter-American Affairs, providing for the present cooperative health and sanitation program in Brazil. I also refer to the note of Your Excellency's Ministry of July 2, 1949, DAI/80/512.(22), suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Brazil that an extension of the program beyond its present termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of six months from June 30, 1949 through December 31, 1949. It would be understood that the Institute will continue to pay salaries and other expenses of its health and sanitation field staff in Brazil during the period of such extension and that no additional financial contribution would be required to be made by the parties to such extension agreement to or on behalf of the Serviço Especial de Saude Pública. It would be further understood that the unexpended and unobligated balance of all financial contributions heretofore made available by the parties pursuant to the mentioned Basic Agreement, as amended, for the cooperative health and sanitation program, and remain-

[1] Pursuant to notice of termination given by Brazil Aug. 4, 1960.
[2] EAS 372, *ante*, p. 919.

ing at the close of June 30, 1949, would continue to remain available for such purpose during the period covered by the extension agreement.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments, which shall come into force after signature of an agreement by the Minister of Education and Health of Brazil and a representative of The Institute of Inter-American Affairs, embodying the above-mentioned technical details and on the date the latter agreement is registered with the Tribunal de Contas of Brazil.[2]

If the proposed extension on the above basis is acceptable to the Government of Brazil, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Health and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERSCHEL V. JOHNSON

His Excellency
Dr. RAUL FERNANDES
Minister for Foreign Affairs
Rio de Janeiro

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
RIO DE JANEIRO

DAI/111/512.(22) *August 31, 1949*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 134, dated July 22, 1949, in which Your Excellency refers to the Basic Agreement, as amended, entered into in March 1942 by the Government of the United States of Brazil and the Institute of Inter-American Affairs, which established the present health and sanitation program in Brazil.

In the aforementioned note, Your Excellency informs me that the Government of the United States of America, considering the mutual benefits derived from the above-mentioned cooperative program, agrees with the suggestion of the Government of the United States of Brazil, embodied in the terms of Note No. DAI/80/512.(22), dated July 2, 1949, that the aforesaid program be extended.

[2] Oct. 4, 1949.

Your Excellency also informs me that the Government of the United States of America considers that an arrangement may now be made for the Institute to continue its participation in the aforementioned cooperative program for a period of 6 months beyond its present date of termination, that is, from June 30, 1949 through December 31, 1949.

The arrangement in question would stipulate that during the period of such extension the Institute will continue to pay the salaries and other expenses of all its health and sanitation field staff in Brazil and that no additional financial contribution would be required to be made by the parties to such extension agreement to or on behalf of the Serviço Especial de Saúde Pública.

It will also be stipulated that the unexpended and unobligated balance of all financial contributions heretofore made available by the parties pursuant to the mentioned Basic Agreement, as amended, for the cooperative health and sanitation program, and remaining at the close of June 30, 1949, would continue to remain available for such purpose during the period covered by the extension agreement.

I take pleasure in informing Your Excellency that the Government of the United States of Brazil agrees with the Government of the United States of America to the extension of the Agreement providing for the cooperative health and sanitation program in Brazil, in accordance with the aforementioned terms, and will consider this note and that of Your Excellency, dated July 22, 1949, to which I refer above, as constituting an agreement between our two Governments, which shall come into force on the date on which the appropriate extension agreement signed by the Minister of Education and Health of Brazil and a representative of the Institute of Inter-American Affairs, and embodying the above-mentioned technical details, is registered with the Tribunal de Contas of Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency
HERSCHEL V. JOHNSON
Ambassador of the
United States of America

VOCATIONAL INDUSTRIAL EDUCATION PROGRAM

Exchange of notes at Rio de Janeiro August 23 and September 29, 1949, amending and extending agreement of March 26 and April 5, 1946, as amended and extended [1]
Entered into force October 4, 1949
Program expired December 31, 1963

63 Stat. 2861; Treaties and Other International Acts Series 2115

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DAI/103/542.2(22) *August 23, 1949*

MR. AMBASSADOR,

The Ministry of Education and Health of Brazil and the Institute of Inter-American Affairs, through its Educational Division in Brazil, in accordance with the Additional Amendment signed in Rio de Janeiro on June 30, 1949,[2] and under the terms specified in such Additional Amendment, changed the Agreement signed in Rio de Janeiro on October 30, 1948,[3] resulting from the notes exchanged between the Government of the United States of Brazil and the Government of the United States of America in Rio de Janeiro on July 23 and October 21 and 27, 1948,[3] all envisaging an extension of the Agreement on Vocational Education signed at Rio de Janeiro on January 3, 1946,[4] between the Ministry of Education and Health of Brazil and the Inter-American Educational Foundation, Inc., now the Educational Division of the said Institute.

2. According to the Additional Amendment in question of June 30, 1949, clauses I and II of the aforementioned Extension Agreement of October 30, 1948, were changed to read as follows:

[1] TIAS 1534, *ante*, p. 1009.
[2] Not printed.
[3] TIAS 2115, *ante*, p. 1061.
[4] TIAS 1534, *ante*, p. 1011.

219-949—70——70

Clause I

The cooperative education program provided for in the Basic Agreement is hereby extended for an additional period of two years from June 30, 1948 through June 30, 1950.

Clause II

In addition to the funds required by the Basic Agreement to be contributed or otherwise made available by the parties thereto with respect to the cooperative education program, which funds heretofore have been contributed or otherwise made available, the parties hereto shall contribute and make available funds for use in continuing the cooperative education program during the period covered by this Extension Agreement, in accordance with the following schedule:

1. The Institute shall make available the funds necessary to pay the salaries and all other expenses of its Education Division field staff in Brazil, during the period covered by this Extension Agreement, provided that the amount of such funds shall not exceed US$125,000.00. This amount shall be administered by the Institute and shall not be deposited to the credit of the Comissão Brasileiro-Americana de Educação Industrial (hereinafter referred to as the "CBAI").
2. Fifteen days after the registration of the Brazilian appropriation the Institute shall deposit, in the CBAI special bank account (hereinafter referred to as the "CBAI bank account"), in the Banco do Brasil, the sum of US$100,000.00 or its equivalent in Cruzeiros (which, at the exchange rate of Cr$18,50 to $1.00 equals Cr$1.850.000,00).
3. The Government, in addition to its regular budget for industrial education, shall deposit, fifteen days after the registration of the Brazilian appropriation, in the CBAI bank account, the sum of Cr$7.000.000,00 (which, at the exchange rate of Cr$18,50 to $1.00 equals US$378,378.38).
4. The funds to be deposited by the Institute, under sub-paragraph 2 of this Clause II, shall be available for payment of the CBAI expenses incurred on and after July 1st, 1948, but all funds required to be deposited 15 days after the registration of the Brazilian appropriation, by either party, shall not be available for withdrawal or expenditure until all deposits due and payable from the other party have been made.

3. Since the Government of the United States of Brazil entirely approves of the changes made in clauses I and II of the Agreement of 1946 on Vocational Education, contained in the Additional Amendment of June 30, 1949, signed between the Ministry of Education and Health of Brazil and the Institute of Inter-American Affairs, as transcribed hereinabove, I should greatly appreciate it if Your Excellency would inform me whether the Government of the United States of America gives the same definite and final

approval to the said Additional Amendment and to the clauses thereof as transcribed above. In case of an affirmative reply, this note, and Your Excellency's reply thereto, confirming such definitive approval, will constitute a formal agreement between our two Governments on the matter in question, which agreement will come into force on the date of registration, with the Accounts Tribunal of Brazil, of the Extension Agreement of October 30, 1948, and its Additional Amendment of June 30, 1949.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

RAUL FERNANDES

His Excellency
HERSCHEL V. JOHNSON
Ambassador of the United States of America

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 207

Rio de Janeiro, September 29, 1949

EXCELLENCY:

I have the honor to refer to Your Excellency's note (DAI/103/542.2 (22)) of August 23, 1949 relative to the cooperative program of vocational education in Brazil and to state that my government approves the Additional Amendment of June 30, 1949, also clauses I and II thereof as transcribed in the aforementioned note.

Accordingly, this note and Your Excellency's note of August 23, 1949 will be considered as constituting a formal agreement between our two Governments with respect to the extension of the cooperative program on vocational education and will come into force on the date the Extension Agreement of October 30, 1948 and the Additional Amendment of June 30, 1949 are registered with the Accounts Tribunal of Brazil.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

HERSCHEL V. JOHNSON

His Excellency
Dr. RAUL FERNANDES
Minister for Foreign Affairs
Rio de Janeiro

Brunei

PEACE, FRIENDSHIP, COMMERCE, AND NAVIGATION

Treaty signed at Brunei June 23, 1850
Senate advice and consent to ratification (and to exchange of ratifications at any time prior to July 4, 1854) June 23, 1852
Ratified by the President of the United States January 31, 1853
Ratified by Brunei July 11, 1853
Ratifications exchanged at Brunei July 11, 1853
Entered into force July 11, 1853
Proclaimed by the President of the United States July 12, 1854

10 Stat. 909; Treaty Series 33 [1]

His Highness Omar Ali Saifeddin ebn Marhoum Sultan Mahomed Jamalil Alam and Pangiran Anak Mumin to whom belong the Government of the Country of Brunei and all its provinces and dependencies, for themselves and their descendants, on the one part, and the United States of America, on the other, have agreed to cement the friendship which has happily existed between them, by a Convention containing the following Articles.

Article I

Peace, friendship, and good understanding shall from henceforward and for ever subsist between the United States of America and His Highness Omar Ali Saifeddin, Sultan of Borneo and their respective successors and Citizens and Subjects.

Article II

The Citizens of the United States of America shall have full liberty to enter into, reside in, trade with, and pass with their merchandize through all parts of the dominions of His Highness the Sultan of Borneo, and they shall enjoy therein all the privileges and advantages with respect to commerce,

[1] For a detailed study of this treaty, see 5 Miller 819.

or otherwise, which are now or which may hereafter be granted to the Citizens or Subjects of the most favored nation: and the subjects of His Highness the Sultan of Borneo, shall in like manner be at liberty to enter into, reside in, trade with, and pass through with their merchandize through all parts of the United States of America, as freely as the citizens and subjects of the most favored nation, and they shall enjoy in the United States of America all the privileges and advantages with respect to commerce, or otherwise, which are now or which may hereafter be granted therein to the Citizens or Subjects of the most favored nation.

ARTICLE III

Citizens of the United States shall be permitted to purchase rent or occupy, or in any other legal way to acquire all kinds of property within the Dominions of His Highness the Sultan of Borneo: and His Highness engages that such Citizens of the United States of America shall, as far as lies in his power, within his dominions enjoy full and complete protection and security for themselves and for any property which they may so acquire in future, or which they may have acquired already, before the date of the present convention.

ARTICLE IV

No Article whatever shall be prohibited from being imported into or exported from the territories of His Highness the Sultan of Borneo; but the trade between the United States of America and the dominions of His Highness the Sultan of Borneo, shall be perfectly free and shall be subject only to the custom duties which may hereafter be in force in regard to such trade.

ARTICLE V

No duty exceeding one dollar per registered ton shall be levied on American Vessels entering the ports of His Highness the Sultan of Borneo and this fixed duty of one dollar per ton to be levied on all American vessels shall be in lieu of all other charges or duties whatsoever. His Highness moreover engages that American trade and American goods shall be exempt from any internal duties and also from any injurious regulations which may hereafter, from whatever causes, be adopted in the dominions of the Sultan of Borneo.

ARTICLE VI

His Highness the Sultan of Borneo agrees that no duty whatever shall be levied on the exportation from His Highness dominions of any article, the growth, produce, or manufacture of those dominions.

ARTICLE VII

His Highness the Sultan of Borneo engages to permit the Ships of War of the United States of America freely to enter the Ports, rivers and creeks,

situate within his dominions and to allow such ships to provide themselves at a fair and moderate price, with such supplies, stores and provisions as they may from time to time stand in need of.

Article VIII

If any vessel under the American flag should be wrecked on the coast of the dominions of His Highness the Sultan of Borneo, His Highness engages to give all the assistance in his power to recover for, and to deliver over to, the owners thereof, all the property that can be saved from such vessels. His Highness further engages to extend to the officers and crew and to all other persons on board of such wrecked vessels, full protection both as to their persons and as to their property.

Article IX

His Highness the Sultan of Borneo, agrees that in all cases where a citizen of the United States shall be accused of any crime committed in any part of His Highness' dominions the person so accused shall be exclusively tried and adjudged by the American Consul, or other officer duly appointed for that purpose, and in all cases where disputes or differences may arise between American Citizens, or between American Citizens and the subjects of His Highness or between American Citizens and the Citizens or subjects of any other foreign power, in the dominions of the Sultan of Borneo, the American Consul or other duly appointed officer shall have power to hear and decide the same without any interference, molestation or hindrance, on the part of any authority of Borneo, either before during or after the litigation.

This Treaty shall be ratified and the ratifications thereof shall be exchanged at Bruni within two years after this date.

Done at the City of Bruni, on this twenty third day of June Anno Domini one thousand eight hundred and fifty and on the thirteenth day of the month Saaban of the year of the Hegira one thousand two hundred and sixty six.

Joseph Balestier

[SEAL OF THE SULTAN]

Bulgaria

NATURALIZATION

Treaty signed at Sofia November 23, 1923
Senate advice and consent to ratification February 18, 1924
Ratified by the President of the United States February 26, 1924
Ratified by Bulgaria March 30, 1924
Ratifications exchanged at Sofia April 5, 1924
Entered into force April 5, 1924
Proclaimed by the President of the United States May 6, 1924
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]

43 Stat. 1759; Treaty Series 684

NATURALIZATION TREATY BETWEEN THE UNITED STATES AND BULGARIA

The President of the United States of America and His Majesty Boris III, King of the Bulgarians, being desirous of reaching an agreement concerning the status of former nationals of either country who have acquired, or may acquire, the nationality of the other by reasonable processes of naturalization within any territory under its sovereignty, have resolved to conclude a treaty on this subject and for that purpose have appointed their plenipotentiaries, that is to say:

The President of the United States of America:
Charles S. WILSON, Envoy Extraordinary & Minister Plenipotentiary of the United States of America to Bulgaria;

and His Majesty, the King of the Bulgarians:
Christo KALFOFF, Minister for Foreign Affairs and Worship of Bulgaria,

Who, having communicated to each other their full powers, found to be in good and due form, have agreed upon the following Articles:

---

[1] *Department of State Bulletin*, Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante*, vol. 4, p. 431.

ARTICLE I

Nationals of the United States who have been or shall be naturalized in Bulgarian territory, shall be held by the United States to have lost their former nationality and to be nationals of Bulgaria.

Reciprocally, nationals of Bulgaria who have been or shall be naturalized in territory of the United States shall be held by Bulgaria to have lost their original nationality and to be nationals of the United States.

The foregoing provisions of this Article are subject to any law of either country providing that its nationals do not lose their nationality by becoming naturalized in another country in time of war.

The word "national", as used in this convention, means a person owing permanent allegiance to, or having the nationality of, the United States or Bulgaria, respectively, under the laws thereof.

The word "naturalized", refers only to the naturalization of persons of full age, upon their own applications, and to the naturalization of minors through the naturalization of their parents. It does not apply to the acquisition of nationality by a woman through marriage.

ARTICLE II

Nationals of either country who have or shall become naturalized in the territory of the other, as contemplated in Article I, shall not, upon returning to the country of former nationality, be punishable for the original act of emigration, or for failure, prior to naturalization, to respond to calls for military service not accruing until after *bona fide* residence was acquired in the territory of the country whose nationality was obtained by naturalization.

ARTICLE III

If a national of either country, who comes within the purview of Article I, shall renew his residence in his country of origin without the intent to return to that in which he was naturalized, he shall be held to have renounced his naturalization.

The intent not to return may be held to exist when a person naturalized in one country shall have resided more than two years in the other.

ARTICLE IV

The present Treaty shall go into effect immediately upon the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the Treaty, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

In witness whereof, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate at Sofia this 23rd day of November 1923.

Charles S. Wilson [seal]

Chr. Kalfoff [seal]

EXTRADITION

Treaty signed at Sofia March 19, 1924
Senate advice and consent to ratification May 12, 1924
Ratified by the President of the United States May 15, 1924
Ratified by Bulgaria June 10, 1924
Ratifications exchanged at Sofia June 24, 1924
Entered into force June 24, 1924
Proclaimed by the President of the United States June 26, 1924
Supplemented by convention of June 8, 1934 [1]
Revived (after World War II) March 8, 1948,[2] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [3]

43 Stat. 1886; Treaty Series 687

Extradition Treaty between The United States of America and Bulgaria

The United States of America and Bulgaria desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the two countries and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America,
Charles S. Wilson, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Bulgaria, and

His Majesty, the King of the Bulgarians,
Christo Kalfoff, Minister for Foreign Affairs and Worship of Bulgaria.

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

Article I

It is agreed that the Government of the United States and the Government of Bulgaria shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been convicted

[1] TS 894, *post,* p. 1103.
[2] *Department of State Bulletin,* Mar. 21, 1948, p. 383.
[3] TIAS 1650, *ante,* vol. 4, p. 431.

of, any of the crimes specified in Article II of the present Treaty committed within the jurisdiction of one of the High Contracting Parties, and who shall seek an asylum or shall be found within the territories of the other; provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

ARTICLE II [4]

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms parricide, assassination, manslaughter when voluntary, poisoning or infanticide.
2. The attempt to commit murder.
3. Rape, abortion, carnal knowledge of children under the age of twelve years.
4. Abduction or detention of women or girls for immoral purposes.
5. Bigamy.
6. Arson.
7. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:

(a) Piracy, as commonly known and defined by the law of nations, or by statute;

(b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;

(c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;

(d) Assault on board ship upon the high seas with intent to do bodily harm.

9. Burglary, defined to be the act of breaking into and entering the house of another in the night time with intent to commit a felony therein.
10. The act of breaking into and entering the offices of the Government and public authorities, or the offices of banks, banking houses, savings banks, trust companies, insurance and other companies, or other buildings not dwellings with intent to commit a felony therein.

[4] For a supplementary convention adding a para. 25 to art. II, see TS 894, *post*, p. 1103.

11. Robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or by putting him in fear.

12. Forgery or the utterance of forged papers.

13. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

14. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

15. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds one hundred dollars or Bulgarian equivalent.

16. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment, by the laws of both countries, and where the amount embezzled exceeds one hundred dollars or Bulgarian equivalent.

17. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

18. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more, or Bulgarian equivalent.

19. Obtaining money, valuable securities or other property, by false pretenses or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds one hundred dollars or Bulgarian equivalent.

20. Perjury or subornation of perjury.

21. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds one hundred dollars or Bulgarian equivalent.

22. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

23. Wilful desertion or wilful non-support of minor or dependent children.

24. Extradition shall also take place for participation in any of the crimes before mentioned as an accessory before or after the fact; provided such participation be punishable by imprisonment by the laws of both the High Contracting Parties.[4]

ARTICLE III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offense. When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of a foreign State or against the life of any member of his family, shall not be deemed sufficient to sustain that such crime or offense was of a political character; or was an act connected with crimes or offenses of a political character.

ARTICLE IV

No person shall be tried for any crime or offense other than that for which he was surrendered.

ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the place within the jurisdiction of which the crime was committed, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

ARTICLE VI

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution, out on bail or in custody, for a crime or offense committed in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be determined, and until he shall have been set at liberty in due course of law.

ARTICLE VII

If a fugitive criminal claimed by one of the parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received.

ARTICLE VIII

Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens.

ARTICLE IX

The expense of arrest, detention, examination and transportation of the accused shall be paid by the Government which has preferred the demand for extradition.

Article X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

Article XI

The stipulations of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agent from the country or its seat of Government, or where extradition is sought from territory included in the preceding paragraphs, other than the United States or Bulgaria, requisitions may be made by superior consular officers. It shall be competent for such diplomatic or superior consular officers to ask and obtain a mandate or preliminary warrant of arrest for the person whose surrender is sought, whereupon the judges and magistrates of the two Governments shall respectively have power and authority, upon complaint made under oath, to issue a warrant for the apprehension of the person charged, in order that he or she may be brought before such judge or magistrate, that the evidence of criminality may be heard and considered and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify it to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

In case of urgency, the application for arrest and detention may be addressed directly to the competent magistrate in conformity to the statutes in force.

The person provisionally arrested shall be released, unless within three months from the date of arrest in Bulgaria, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs hereinafter prescribed be made as aforesaid by the diplomatic agent of the demanding Govenment or, in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime for which his surrender is asked, a copy of the sentence of the court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of

the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

ARTICLE XII

In every case of a request made by either of the High Contracting Parties for the arrest, detention or extradition of fugitive criminals, the appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their power; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition; provided, however, that any officer or officers of the surrendering Government so giving assistance, who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

ARTICLE XIII

The present Treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods and shall take effect on the date of the exchange of ratifications which shall take place at Sophia, as soon as possible.

ARTICLE XIV

The present Treaty shall remain in force for a period of ten years, and in case neither of the High Contracting Parties shall have given notice one year before the expiration of that period of its intention to terminate the Treaty, it shall continue in force until the expiration of one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

In witness whereof the above-named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Done in duplicate at Sophia this nineteenth day of March nineteen hundred and twenty-four.

CHARLES S. WILSON [SEAL]

CHR. KALFOFF [SEAL]

REDUCTION OF VISA FEES FOR NONIMMIGRANTS

Exchange of notes at Sofia June 19 and 29, 1925
Entered into force August 1, 1925
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]
Terminated November 15, 1949 [3]

Department of State files

The American Legation to the Ministry for Foreign Affairs

No. 566 SOFIA, *June 19, 1925*

NOTE VERBALE

The Legation of the United States of America presents its compliments to the Royal Bulgarian Ministry of Foreign Affairs, and, acting under instructions from its Government has the honor to state that the Government of the United States will, from the 1st. of August 1925 collect a fee of two dollars for visaeing passports or executing applications therefor in the case of Bulgarian subjects desiring to visit the United States (including the insular possessions) who are not "immigrants" as defined in the Immigration Act of 1924; namely, "(1) ..... (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation".

It is understood, of course, that the above arrangement rests on a purely reciprocal basis, and will become effective only, if on the same date (Au-

[1] *Department of State Bulletin*, Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante*, vol. 4, p. 431.
[3] In a note dated Nov. 15, 1949, the United States Government notified the Bulgarian Government that it considered that Bulgaria had, by unilateral action, abrogated the agreement.

gust 1, 1925) [Bulgaria] will collect from non-immigrant citizens of the United States desiring to visit Bulgaria, a fee for visaeing passports equivalent to two dollars.

The American Legation has the honor to request that it may be informed by the Royal Ministry of Foreign Affairs whether it is prepared to put the above arrangement into effect on the proposed date, and if so, that the competent Bulgarian officials may be duly informed thereof.

To the
ROYAL BULGARIAN MINISTRY
OF FOREIGN AFFAIRS
Sofia

The Ministry for Foreign Affairs to the American Legation

[TRANSLATION]

MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP

No. 3649 SOFIA, *29, VI, 1925*

NOTE VERBALE

The Ministry of Foreign Affairs has the honor to acknowledge the receipt of the Note Verbale No. 566, of the 19th. instant, and hastens to inform the Legation of the United States of America at Sofia, that it is in entire agreement with the proposal of that Legation in regard to the reciprocal reduction to two dollars of the fees for the visa of passports of Bulgarian and American citizens, of the non-immigrant class, beginning August 1, 1925.

Instructions in this sense have been sent to the Bulgarian Consular officers abroad.

To the LEGATION OF
THE UNITED STATES OF AMERICA
Sofia

ARBITRATION

Treaty signed at Washington January 21, 1929
Senate advice and consent to ratification January 31, 1929
Ratified by the President of the United States February 14, 1929
Ratified by Bulgaria July 2, 1929
Ratifications exchanged at Washington July 22, 1929
Entered into force July 22, 1929
Proclaimed by the President of the United States July 22, 1929
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]

46 Stat. 2332; Treaty Series 792

The President of the United States of America and His Majesty the King of the Bulgarians

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Bulgarians:

Mr. Simeon Radeff, His Envoy Extraordinary and Minister Plenipotentiary near the Government of the United States;

[1] *Department of State Bulletin,* Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante,* vol. 4, p. 431.

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,[3] or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Bulgaria in accordance with its constitutional laws.

ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Bulgaria in accordance with the Convenant of the League of Nations.

ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Bulgaria in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated

[3] TS 536, *ante*, vol. 1, p. 577.

by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate and hereunto affixed their seals.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]
S. RADEFF [SEAL]

CONCILIATION

Treaty signed at Washington January 21, 1929
Senate advice and consent to ratification January 31, 1929
Ratified by the President of the United States February 14, 1929
Ratified by Bulgaria July 2, 1929
Ratifications exchanged at Washington July 22, 1929
Entered into force July 22, 1929
Proclaimed by the President of the United States July 22, 1929
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]

46 Stat. 2334; Treaty Series 793

The President of the United States of America and His Majesty the King of the Bulgarians, being desirous to strengthen the bonds of amity that bind their two countries together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

The President of the United States of America:
Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Bulgarians:
Mr. Simeon Radeff, His Envoy Extraordinary and Minister Plenipotentiary near the Government of the United States;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

Article I

Any disputes arising between the Government of the United States of America and the Government of Bulgaria, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International

[1] *Department of State Bulletin*, Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante*, vol. 4, p. 431.

Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Bulgaria in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated

by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate, and hereunto affixed their seals.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]
S. RADEFF [SEAL]

COMMERCIAL RELATIONS

Exchange of notes at Sofia August 18, 1932
Entered into force August 18, 1932
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]
Terminated October 12, 1951 [3]

48 Stat. 1753; Executive Agreement Series 41

The American Minister to the Minister of Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA
SOFIA, BULGARIA, *August 18, 1932*

MR. MINISTER:

I have the honor to confirm and to make of record by this note the following provisional commercial agreement between our respective governments.

The United States will accord to goods, the growth, produce or manufacture of Bulgaria and Bulgaria will accord to goods, the growth, produce or manufacture of the United States in all respects and unconditionally the most favored nation treatment. The said treatment shall apply to all goods from whatever place arriving including goods destined for consumption or re-exportation or in transit.

The stipulations of this agreement do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the commercial convention concluded between the United States and Cuba on December 11, 1902,[4] or the provisions of any other commercial convention which hereafter may be concluded between the United States and Cuba. Such stipulations moreover do not extend to the treatment which is accorded to the commerce between the United States and the Panama Canal Zone or any dependency of the United States or to the commerce of the dependencies of the United States with one another under existing or future laws.

---

[1] *Department of State Bulletin,* Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante,* vol. 4, p. 431.
[3] Pursuant to notice of termination given by the United States, through the Swiss Government, July 12, 1951.
[4] TS 427, *post,* vol. 6, p. 1106, CUBA.

Nothing in this agreement shall be construed as a limitation of the right of either high contracting party to impose on such terms as it may see fit prohibitions or restrictions of a sanitary character designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

The present agreement becomes operative on this eighteenth day of August, 1932, and shall continue in force until superseded by a definitive treaty of commerce and navigation, or until denounced by one of the two High Contracting Parties by advance notice of three months. If however either party should be prevented by the future action of its legislature from carrying out the terms of the agreement the obligations thereof shall thereupon lapse.

I avail myself of this opportunity Mr. Minister, to reiterate to Your Excellency the assurance of my highest consideration.

HENRY W. SHOEMAKER

His Excellency
MR. NICOLAS MOOSHANOFF
Minister for Foreign Affairs
The Royal Bulgarian Ministry for Foreign Affairs
Sofia, Bulgaria

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP

No. 14036/19/II

SOFIA, *August 18, 1932*

MR. MINISTER,

I have the honor to confirm in concrete form, by this note, the following provisional commercial agreement between our respective governments:

Bulgaria will accord to goods—natural or manufactured products of the United States and the United States will accord to goods—natural or manufactured products of Bulgaria in all respects and unconditionally the most favored nation treatment. This treatment shall apply to all goods, from whatever place arriving, including goods destined for consumption, or reexportation or in transit.

The stipulations of the present agreement shall not extend to the treatment, which is accorded by the United States to the commerce of Cuba, under the provisions of the commercial convention concluded between the United States and Cuba on December 11, 1902, or the provisions of any other commercial convention, which hereafter may be concluded between the United States and Cuba. The same stipulations similarly will not apply to the treatment which is accorded to the commerce between the United States and the

Panama Canal Zone or any dependency of the United States, or to the commerce of the dependencies of the United States with one another, under existing or future laws.

Nothing in this agreement shall be deemed as a limitation of the right of either of the high contracting parties to impose prohibitions or restrictions of a sanitary character, which either party considers necessary, destined to protect human, animal or plant life, or regulations for the enforcement of police or revenue laws.

The present agreement will enter into force on the 18th of August 1932 and shall continue to be in force until superseded by a definitive treaty of commerce and navigation, or until denounced by one of the two Contracting Parties by advance notice of three months. If, however, either of the parties should be prevented by any future action of its legislature from executing the conditions of this agreement, the obligations thereof shall lapse.

I take this opportunity, Mr. Minister, to express my high respect.

N. MOOSHANOFF

To His Excellency
MR. H. W. SHOEMAKER
Envoy Extraordinary and Minister Plenipotentiary
of the United States of America
Sofia

EXTRADITION

Supplementary treaty signed at Washington June 8, 1934
Senate advice and consent to ratification February 6, 1935
Ratified by the President of the United States April 10, 1935
Ratified by Bulgaria July 27, 1935
Ratifications exchanged at Sofia August 15, 1935
Entered into force August 15, 1935
Proclaimed by the President of the United States August 19, 1935
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]

49 Stat. 3250; Treaty Series 894

The United States of America and Bulgaria being desirous of enlarging the list of crimes on account of which extradition may be granted under the treaty concluded between the United States of America and Bulgaria on March 19, 1924,[3] with a view to the better administration of justice and the prevention of crime within their respective territories and jurisdictions, have resolved to conclude a supplementary treaty for this purpose and have appointed as their Plenipotentiaries, to wit:

The President of the United States of America; Mr. Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of the Bulgarians; Mr. Stoyan Petroff-Tchomakoff, Chargé d'Affaires of Bulgaria to the United States of America,

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following articles:

ARTICLE I

The following crimes are added to the list of crimes numbered 1 to 24 in Article II of the said treaty of March 19, 1924, on account of which extradition may be granted, that is to say:

25. Crimes or offenses against the laws of bankruptcy.

[1] *Department of State Bulletin*, Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante*, vol. 4, p. 431.
[3] TS 687, *ante*, p. 1086.

ARTICLE II

The present treaty shall be considered as an integral part of the extradition treaty of March 19, 1924, and Article II of the last-mentioned treaty shall be read as if the list of crimes therein contained had originally comprised the additional crimes specified and numbered 25 in the first Article of the present treaty.

The present treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods, and shall take effect on the date of the exchange of ratifications which shall take place at Sofia as soon as possible.

In witness whereof the above-named Plenipotentiaries have signed the present treaty and have hereunto affixed their seals.

Done, in duplicate, at Washington, this eighth day of June, nineteen hundred and thirty-four.

CORDELL HULL [SEAL]

S. PETROFF TCHOMAKOFF [SEAL]

WAIVER OF LEGALIZATION ON CERTIFICATES OF ORIGIN ACCOMPANYING MERCHANDISE

Exchange of notes at Sofia January 5, 1938; related notes of January 11 and 13, 1938
Entered into force January 5, 1938
Revived (after World War II) March 8, 1948,[1] *pursuant to article 8 of treaty of peace signed at Paris February 10, 1947* [2]

52 Stat. 1509; Executive Agreement Series 124

The Ministry for Foreign Affairs to the American Legation

[TRANSLATION]

MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP
No. 4212–19–II

SOFIA, *January 5, 1938*

NOTE VERBALE

The Royal Ministry of Foreign Affairs has the honor to inform the Legation of the United States of America that it is prepared to waive, on the basis of reciprocity, the formality of legalization on certificates of origin accompanying merchandise from either country. Under the circumstances the certificates of origin issued by the competent authorities in the United States shall be accepted where required in Bulgaria without legalization or translation. Likewise, Bulgarian certificates of origin issued by the Bulgarian Chambers of Commerce and Industry in Sofia, Plovdiv, Bourgas, Varna, and Roussé shall be accepted also in the United States of America where required without legalization or translation. The Bulgarian certificates of origin shall be in the French language.

In bringing the foregoing to the attention of the Legation of the United States, the Royal Ministry of Foreign Affairs has the honor to request the Legation to be good enough to inform the Ministry of its assent to the foregoing as well as to inform it as to which authorities in the United States shall be competent to issue American certificates of origin.

The Royal Ministry of Foreign Affairs avails itself of the opportunity to renew to the honorable Legation the assurances of its high consideration.

[SEAL]

[1] *Department of State Bulletin*, Mar. 21, 1948, p. 383.
[2] TIAS 1650, *ante*, vol. 4, p. 451.

The American Legation to the Ministry for Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

The Legation of the United States of America presents its compliments to the Royal Bulgarian Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's note verbale No. 4212–19–II, of January 5, 1938, to the effect that the Bulgarian Government agrees to waive all requirements of legalization on certificates of origin relating to merchandise issued by competent authorities in the United States or by organizations such as Chambers of Commerce.

In view of the assurances set forth in the Ministry's note under acknowledgment, the Legation has been instructed to inform the Ministry that the American Government will not require the legalization or authentication of certificates of origin issued by competent authorities in Bulgaria, such as the Chambers of Commerce and Industry at Sofia, Plovdiv, Bourgas, Varna and Rousse, which are mentioned in the Ministry's note referred to above.

With reference to the penultimate paragraph of the Ministry's note, the Legation has no list on file of the authorities and organizations in the United States which would be competent to issue certificates of origin, but suggests that such organizations would be the Merchants' Association of New York and the Chambers of Commerce in the important centers of the United States.

The Legation avails itself of this opportunity to renew to the Ministry the assurance of its highest consideration.

SOFIA, *January 5, 1938.*

To the ROYAL BULGARIAN
MINISTRY OF FOREIGN AFFAIRS
Sofia

The American Legation to the Ministry for Foreign Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

The Legation of the United States of America presents its compliments to the Royal Bulgarian Ministry of Foreign Affairs and, with reference to the recent exchange of notes for the waiving of legalization on certificates of origin, has the honor to state that it is the Legation's understanding that the agreement does not include the waiving of legalization or authentication on health certificates covering shipments of animal or plant products.

The Legation avails itself of this opportunity to renew to the Ministry the assurance of its highest consideration.

SOFIA, *January 11, 1938.*

To the ROYAL BULGARIAN
MINISTRY OF FOREIGN AFFAIRS
Sofia

The Ministry for Foreign Affairs to the American Legation

[TRANSLATION]

MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP
No. 4643–19–II

SOFIA, *January 13, 1938*

NOTE VERBALE

In reply to the note verbale No. 14 dated January 11 of this month, the Royal Ministry of Foreign Affairs has the honor to inform the Legation of the United States of America that the Bulgarian Government agrees to consider the exchange of notes of January 5 instant concerning the waiving of legalization of certificates of origin as nonapplicable to health certificates accompanying shipments of animal or plant origin.

Under the circumstances the legalization of such health certificates, which the American authorities require when issued by the Bulgarian authorities, will necessitate the legalization, on the basis of reciprocity, of health certificates issued by the American authorities. Such legalization shall be performed in accordance with the regulations prescribed by the Bulgarian law concerning official documents.

The Royal Ministry avails itself of this opportunity to renew to the Legation of the United States of America the assurance of its high consideration.

[SEAL]

Burma[1]

FINANCING OF EDUCATIONAL AND CULTURAL PROGRAM

Agreement signed at Rangoon December 22, 1947
Entered into force December 22, 1947
Article 5 amended by agreement of December 18, 1948, and May 12, 1949;[2] *title, preamble, and articles 1, 3, and 11 amended by agreement of August 29, 1961*[3]

62 Stat. 1814; Treaties and Other International Acts Series 1685

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BURMA FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH THE AGREEMENT REGARDING SETTLEMENT FOR SURPLUS PROPERTY SIGNED AT LONDON ON FEBRUARY 28, 1947[4]

The Government of the United States of America and the Government of Burma;

Desiring to promote further mutual understanding between the peoples of the United States of America and Burma by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended (Public Law No. 584, 79th Congress; 60 Stat. 754), provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that under the provisions of the agreement between the Gov-

[1] Certain agreements between the United States and the United Kingdom were, or are, applicable to Burma. See *post*, UNITED KINGDOM.
[2] TIAS 1976, *post*, p. 1119.
[3] 12 UST 1195; TIAS 4834.
[4] For amendments of title and preamble, see 12 UST 1195; TIAS 4834.

ernment of the United States of America and the Government of Burma regarding the settlement for surplus property signed at London on February 28, 1947,[5] it is provided that to the extent that the Government of the United States of America wishes to receive Burma rupees for the payment of any or all expenditures of the Government of the United States of America or its agencies in Burma, including rupees for the acquisition of real property in Burma to be mutually agreed upon, and for improvements and furnishings for property of the Government of the United States of America in Burma, and for cultural and educational programs to be mutually agreed upon, or, to the extent that the Government of the United States of America wishes that rupees for cultural and educational programs so agreed be provided to a foundation or other independent organization, the Government of the United States of America may at any time or times request the Government of Burma, and the Government of Burma agrees to provide to the Government of the United States of America, its agencies or designees, at such time or times, as so requested, rupees in any amount, computed in accordance with Paragraph 11 of the agreement regarding settlement for surplus property of February 28, 1947, not in excess of the then unpaid portion of the total principal amount, plus interest then due and payable under the terms of the above-mentioned agreement of February 28, 1947, within limits to be mutually agreed,

Have agreed as follows:

ARTICLE 1 [6]

There shall be established a foundation to be known as the United States Educational Foundation in Burma (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Burma as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of Burma under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Burma as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement.

The funds made available by the Government of Burma shall be used by the Foundation for the purpose, as set forth in Section 32(b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Burma, or of the citizens of Burma

[5] Not printed.

[6] For an amendment to art. 1, see 12 UST 1195; TIAS 4834.

in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for citizens of Burma who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement, including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.

(5) Plan, adopt, and carry out programs, in accordance with the purposes of section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

(6) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Burma, and institutions of Burma qualified to participate in the program in accordance with the aforesaid Act.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.

(9) Engage administrative and clerical staff and fix the salaries and wages thereof.

ARTICLE 3 [7]

All expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America, pursuant to such regulations as he may prescribe. The Foundation shall prepare the budget and present it to the Government of Burma in order that comments, if any, of the Government of Burma, may be considered by the Secretary of State prior to final approval of the budget.

ARTICLE 4

The Foundation shall not enter into any commitments or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold or dispose of property except for the purposes authorized in the present agreement.

ARTICLE 5 [8]

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the "Board").

The principal officer in charge of the diplomatic mission of the United States of America to Burma (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall have the power of appointment and removal of members of the Board at his discretion. The members of the Board shall be as follows: (a) the chief Public Affairs Officer or such other officer of the United States diplomatic mission, as the Chief of Mission may designate, Chairman; (b) two other members of the Embassy staff, one of whom shall serve as treasurer; (c) two citizens of the United States of America, who may be representatives of American business, professional or educational interests in Burma or members of the staff of the United States diplomatic mission; (d) three citizens of Burma, one of them to represent the University of Rangoon, one to represent the Government of Burma in the Ministry of Education, and one of them, not an official of the Government of Burma, to represent unofficial Burmese educational activities.

The five members specified in (c) and (d) of the last preceding paragraph shall be resident in Burma and shall serve from the time of their appointment until the succeeding December 31 next following such appointment. They shall be eligible for reappointment. The United States members shall be designated by the Chief of Mission; the Burmese members by the Chief of Mission from a list of names submitted by the Government of Burma. Vacancies by

[7] For an amendment to art. 3, see 12 UST 1195; TIAS 4834.
[8] For an amendment to art. 5, see TIAS 1976, *post*, p. 1119.

219-919 70 72

reason of resignations, transfers of residence outside of Burma, expiration of term of service, or otherwise shall be filled in accordance with this procedure.

The Directors shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors in attending meetings of the Board.

ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation. A copy of the by-laws and a list of the members of the committees appointed by the Board shall be forwarded to the Government of Burma and to the Secretary of State.

ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of Burma.

ARTICLE 8

The principal office of the Foundation shall be in the capital city of Burma, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review. Any decision affecting the interests of Burmese students, professors, or research scholars shall be communicated to the Government of Burma before it is sent for review to the Secretary of State.

ARTICLE 11 [9]

The Government of Burma shall, within 30 days of the date of the signature of the present agreement, deposit with the Treasurer of the United States of America an amount of currency of the Government of Burma equivalent to $200,000 (United States currency). On January 1, 1949 and on each succeeding January 1 thereafter, the Government of Burma shall similarly deposit an amount of currency of the Government of Burma equivalent to $200,000 (United States currency) until an aggregate amount of the currency of the Government of Burma equivalent to $3,000,000 (United States currency) shall have been deposited. The deposits specified above shall be made in partial fulfillment of the statement of intent of the Government of the United States of America in paragraph 9 of the Surplus Property Agreement signed at London on February 28, 1947, and the Government of the United States of America declares that it is its intention to request the Government of Burma to provide, by amendment to the present agreement, additional deposits which will increase the aggregate amounts deposited to a minimum of $4,000,000 (United States equivalent), provided that no additional deposit will be requested which is in excess of the unpaid portion of the total principal amount, plus interest, then due and payable under the terms of the credit agreement.

The rate of exchange between currency of the Government of Burma and United States currency to be used in determining the amount of currency of the Government of Burma to be so deposited shall be at the par value between Burmese rupees and United States dollars established in conformity with procedures of the International Monetary Fund or if no such par value exists at the rate most favorable to the Government of the United States of America used by the Government of Burma for any official transactions at the time of the deposit.

The Government of Burma shall guarantee the United States of America against exchange loss resulting from any alteration in the above rate of exchange or from any currency conversion with respect to any currency of the Burmese Government received hereunder and held by the treasurer of the United States of America or by the Foundation by undertaking to pay to the Government of the United States of America such amounts of currency of the Government of Burma to maintain the dollar value of such currency of the Government of Burma as is held by the treasurer of the United States or the Foundation. The purpose of this provision is to assure that the operations of the Foundation will not be interrupted or restricted by any deficits resulting from alterations in the above rate of exchange or from currency conversions.

---

[9] For an amendment to art. 11, see 12 UST 1195; TIAS 4834.

The Secretary of State of the United States of America will make available to the Foundation Burmese Currency in such amounts as may be required by the Foundation, but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

ARTICLE 12

Furniture, equipment, supplies, and any other articles intended for the official use of the Foundation shall be exempt in the territory of Burma from customs duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Burma.

ARTICLE 13

The Government of Burma shall extend to citizens of the United States of America residing in Burma and engaged in educational activities under the auspices of the Foundation such privileges with respect to exemption from taxation, and other burdens affecting the entry, travel, and residence of such persons as are extended to Burmese citizens residing in the United States of America engaged in similar activities.

ARTICLE 14

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 15

(1) The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Burma.

(2) If any difference arises in regard to the interpretation of any article of or expression in this agreement, the parties to the agreement shall settle such difference by direct negotiations through diplomatic channels.

ARTICLE 16

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Rangoon in duplicate, in the English language, this 22nd day of December, 1947.

For the Government of the United States of America:
R. AUSTIN ACLY
Charge d'Affaires ad interim

For the Government of Burma:
TIN TUT
Counsellor for Foreign Affairs

EXCHANGE OF PUBLICATIONS

Exchange of notes at Rangoon January 26 and April 5, 1948
Entered into force April 5, 1948

62 Stat. 1892; Treaties and Other International Acts Series 1744

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

AMERICAN EMBASSY

No. 23

RANGOON, *January 26, 1948*

SIR:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Union of Burma in regard to the exchange of official publications, and to inform you that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Union of Burma shall be the Office of the Superintendent of the Government Book Depot.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Union of Burma shall be by the Superintendent of the Government Book Depot.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Union of Burma, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Sir, the renewed assurance of my highest consideration.

R. Austin Acly
Chargé d'Affaires ad interim

The Honorable
U Tin Tut
Minister for Foreign Affairs
Rangoon

The Minister of Foreign Affairs to the American Ambassador

Ministry of Foreign Affairs
Rangoon
Dated the 5th April, 1948

No. A

Sir,

I have the honour to refer to Note No. 23, dated the 26th January, 1948, from your Embassy on the subject of the exchange of official publications between the Government of the United States of America and the Government of the Union of Burma, and to say that the Government of the Union of Burma agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

[For text of provisions, see numbered paragraphs of U.S. note, above.]

The Government of the Union of Burma considers that your Note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this Note.

Please accept, Sir, the renewed assurance of my highest consideration.

TIN TUT
Minister for Foreign Affairs

His Excellency
Mr. J. KLAHR HUDDLE
Ambassador Extraordinary and Plenipotentiary of the United States of America
Rangoon

FINANCING OF EDUCATIONAL AND CULTURAL PROGRAM

Exchange of notes at Rangoon December 18, 1948, and May 12, 1949, amending agreement of December 22, 1947
Entered into force May 12, 1949

63 Stat. 2704; Treaties and Other International Acts Series 1976

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

AMERICAN EMBASSY

No. 298

RANGOON, *December 18, 1948*

SIR:

I have the honor to refer to Part 1 of Article 15 of the Educational Exchange Agreement of December 22, 1947,[1] between the Government of the United States of America and the Government of the Union of Burma, which reads: "(1) The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Burma."

I have been instructed by the Government of the United States of America to propose to the Government of the Union of Burma that Article 5 of the Agreement be amended to read as follows:

"The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the "Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Burma. In addition the Principal Officer in charge of the Diplomatic Mission of the United States of America to Burma (hereinafter designated "the Chief of Mission") shall be honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board.

"The citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Burma, shall be appointed and removed by the Chief of Mission; the citizens of Burma on the Board shall be appointed and removed by the Government of Burma.

[1] TIAS 1685, *ante*, p. 1108.

219-949—70——73

"The Directors shall serve without compensation but the Foundation is authorized to pay the necessary expenses of the Directors in attending the meetings of the Board."

It will be noted that the effect of the proposed amendment would be to increase the number of Burmese citizens on the Board from three to four, and to require that these members be appointed by the Burma Government, rather than as at present by the Chief of the American Diplomatic Mission to Burma.

If the Government of the Union of Burma agrees to the proposed amendment, it will be necessary to appoint the four Burmese members under the revised procedure. The present three Burmese members are:

Sao Saimong, Chief Education officer, Shan States
Dr. Htin Aung, Administrator, Rangoon University
U Tha Hla (substituting for U Cho), Director of Public Instruction.

Please accept, Sir, the renewed assurance of my highest consideration.

R. Austin Agly
Chargé d'Affaires ad interim

The Honorable
U Kyaw Nyein
Minister for Foreign Affairs
Rangoon, Burma

The Foreign Office to the American Embassy

Foreign Office
Rangoon
A/20/E *12 May 1949*

The Foreign Office presents its compliments to the American Embassy and with reference to the Embassy's letter No. 298 dated the 18th December, 1948, has the honour to say that the Government of the Union of Burma agree to the proposed amendment to Article 5 of the United States Educational Exchange Agreement and desire to nominate the following under the revised procedure as Burmese members of the Board of Directors of the Foundation:

1. U Cho, K.S.M., B.A., B.Ed. (Edin).
2. Sao Saimong, Chief Education Officer, Shan States.
3. Dr. Htin Aung, Administrator, University of Rangoon.
4. Daw K'in K'in Gyi, President, The All-Burma Women's Freedom League, Rangoon.

The Foreign Office avails itself of this opportunity of renewing to the American Embassy the assurance of its highest consideration.

American Embassy [seal]
Rangoon.

AIR TRANSPORT SERVICES

Agreement signed at Rangoon September 28, 1949, with annex and schedules
Entered into force September 28, 1949

63 Stat. 2716; Treaties and Other International Acts Series 1983

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF BURMA

The Government of the United States of America and the Government of the Union of Burma,

Desiring to conclude an agreement for the purpose of promoting direct air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

ARTICLE 1

For the purposes of the present Agreement, and its Annex, except where the text provides otherwise:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of the Union of Burma, the Ministry of Transport and Communications, or any person or agency authorized to perform the functions exercised at present by the said Ministry of Transport and Communications.

(B) The term "designated airlines" shall mean those airlines which the aeronautical authorities of one of the contracting parties have notified in writing to the aeronautical authorities of the other contracting party as the airlines which it has designated in conformity with Article 3 of the present Agreement for the routes specified in such designation.

(C) The term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.[1]

[1] TIAS 1591, *ante*, vol. 3, p. 944.

(D) The definitions contained in paragraphs (a), (b), and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall be applied to the present Agreement.

ARTICLE 2

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 3

Each of the air services so described may be placed in operation as soon as the contracting party to whom the rights have been granted by Article 2 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that they are qualified to fulfill the conditions prescribed under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

ARTICLE 4

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed on the designated airlines of the other contracting party just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and other facilities by its national aircraft engaged in similar international services.

(b) The fuel, lubricating oils and spare parts introduced into the territory of one contracting party by or on behalf of airlines of the other contracting party, and intended solely for use by aircraft of the designated airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 5

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

ARTICLE 7

Notwithstanding the provisions of Article 10 hereof, each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline or the Government designating such airline, to comply with the laws and regulations referred to in Article 6 hereof, or otherwise to perform its obligations hereunder, or otherwise to

fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE 8

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 9

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICLE 10

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of receipt of the notice to terminate, unless by agreement between the contracting parties the communication under reference is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received 14 days after its receipt by the International Civil Aviation Organization.

ARTICLE 11

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 12

If a general multilateral air transport Convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

ARTICLE 13

Except as otherwise provided in this Agreement or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed

upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of ICAO, from a panel of arbitral personnel maintained in accordance with the practice of ICAO. The excutive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 14

Changes made by either contracting party in the routes described in the schedules attached except those which change the points served by these designated airlines in the territory of the other contracting party shall not be considered as modifications of the Annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

If such other aeronautical authorities find that, having regard to the principles set forth in Section VII of the Annex to the present Agreement, interests of their airlines are prejudiced by the carriage by the airlines of the first contracting party of traffic between the territory of the second contracting party and the new point in the territory of the third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

ARTICLE 15

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Rangoon this 28th day of September, 1949.

For the Government of the United States of America:

J. KLAHR HUDDLE [SEAL]

For the Government of the Union of Burma:

U E MAUNG [SEAL]

Annex

Section I

The Government of the Union of Burma grants to the Government of the United States of America the right to conduct air transport services by one or more airlines of United States nationality designated by the latter country on the routes, specified in Schedule One attached, which transit or serve commercially the territory of the Union of Burma.

Section II

The Government of the United States of America grants to the Government of the Union of Burma the right to conduct air transport services by one or more airlines of the Union of Burma nationality designated by the latter country on the routes, specified in Schedule Two attached, which transit or serve commercially the territory of the United States of America.

Section III

One or more airlines designated by each of the contracting parties under the conditions provided in this Agreement will enjoy, in the territory of the other contracting party, rights of transit and of stops for non-traffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on each of the routes specified in the Schedules attached.

Section IV

The air transport facilities available hereunder to the travelling public shall bear a close relationship to the requirements of the public for such transport.

Section V

There shall be a fair and equal opportunity for the airlines of the contracting parties to operate on any route between their respective territories (as defined in the Agreement) covered by this Agreement and Annex.

Section VI

In the operation by the designated airlines of either contracting party of the trunk services described in the present Annex, the interest of the designated airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

Section VII

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement and Annex shall retain

as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point in the territory of the other party on the routes specified in the present Annex shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related:

(a) to traffic requirements between the country of origin of the air service and the countries of destination;
(b) to the requirements of through airline operation; and
(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

SECTION VIII

In so far as the designated airlines of one contracting party may be temporarily prevented through difficulties arising from war from taking immediate advantage of the opportunity referred to in Section V above, the situation shall be reviewed between the contracting parties with the object of facilitating the necessary development, as soon as the designated airlines of the first contracting party are in a position increasingly to make their proper contribution to the service.

SECTION IX

It is the intention of both contracting parties that there should be regular and frequent consultation between their respective aeronautical authorities (as defined in the Agreement) and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in the present Agreement and Annex.

SCHEDULE 1

The airlines designated by the Government of the United States shall be entitled to operate air services on air routes specified in this paragraph via intermediate points in both directions, and to make scheduled landings in Burma at the points specified:

The United States through Europe, North Africa, the Near East, Pakistan and India to Rangoon and Mandalay and beyond.

SCHEDULE 2

The airlines designated by the Government of the Union of Burma shall be entitled to operate air services and to make scheduled landings in the

United States along a specific route or routes to be agreed upon by the Governments of the United States and the Union of Burma at such time as the Government of the Union of Burma decides to commence operations.

SCHEDULE 3

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

[SEAL] [SEAL]

INDEX

INDEX

Page

Administration and jurisdiction (civil affairs): Belgium, May 16, 1944. 590

Afghanistan
Exchange of publications: Feb. 29, 1944. 3
Friendship; diplomatic and consular representation: Mar. 26, 1936. 1

Agricultural commodities. *See* Argentina: Oils; Austria: Tobacco; Brazil: Foodstuffs production, *and* Rice.

Agricultural experiment station: Bolivia
Dec. 30, 1946 and May 16, 1947. 777
May 17 and June 4, 1948. 783

Agricultural program, rural education: Brazil, Jan. 21 and Feb. 15, 1946. 999

Air clauses, Treaty of St. Germain-en-Laye: Sept. 10, 1919. 218, 313

Air missions. *See* Aviation missions.

Air photography (cooperative mapping): Australia, Mar. 6 and Apr. 4, 1947. 183

Air service facilities at Eagle Farm and Amberley, Queensland: Australia, Mar. 10, 1947. 181

Air transport services
Australia: Dec. 3, 1946. 170
Austria: Oct. 8, 1947. 393
Belgium
Feb. 1, 1946. 612
Apr. 5, 1946. 620
Bolivia: Sept. 29, 1948. 787
Brazil: Sept. 6, 1946. 1022
Burma: Sept. 28, 1949. 1121

Airworthiness certificates
Belgium: Oct. 22, 1932. 564
Bolivia: Jan. 2 and 29, 1947. 774

Albania
Arbitration: Oct. 22, 1928. 14
Conciliation: Oct. 22, 1928. 17
Extradition: Mar. 1, 1933. 22
Naturalization: Apr. 5, 1932. 20

Page

Albania—Continued
Passports, naturalization, most-favored-nation treatment: June 23 and 25, 1922. 9
Relief assistance: Apr. 11, 1945. 28
Waiver of visa fees for nonimmigrants: May 7, 1926. 12

Alcoholic beverages, smuggling of: Belgium, Dec. 9, 1925. 539

Algiers
Sept. 5, 1795 (peace and amity). 32
June 30 and July 3, 1815 (peace). 45
Dec. 22 and 23, 1816 (peace and amity). 51

Amity. *See* Friendly relations.

Arbitration (*see also* Conciliation)
Albania: Oct. 22, 1928. 14
Austria: Aug. 16, 1928. 353
Austria-Hungary
Jan. 15, 1909. 442
May 6, 1914. 446
Belgium: Mar. 20, 1929. 547
Brazil: Jan. 23, 1909. 818
Bulgaria: Jan. 21, 1929. 1094

Arbitration of claim of George C. Benner, et al.: Brazil, Sept. 6, 1902. 814

Argentina
Copyright: Apr. 28–Sept. 3, 1934. 72
Extradition: Sept. 26, 1896. 67
Friendship, commerce, and navigation: July 27, 1853. 61
Military advisory mission: Oct. 6, 1948. 134
Military aviation mission
Sept. 12, 1939. 78
June 29, 1940. 96
June 23 and Sept. 2, 1943. 120
Navigation of Paraná and Uruguay Rivers: July 10, 1853. 58

Oils
Fuel and vegetable: May 9, 1945. 122
Vegetable: Sept. 19, 1946. 131

Publications exchange: Sept. 30 and Oct. 17, 1939. 83

Reciprocal trade: Oct. 14, 1941. 102

Page

Argentina—Continued
Waiver of visa fees for nonimmigrants: Apr. 15, 1942..... 117
Armed forces (*see also* Military service)
Austria
Occupation costs: June 21, 1947..... 383
War accounts and claims, settlement: June 21, 1947..... 380
Belgium
Jurisdiction over criminal offenses committed by U.S. Forces in Belgian Congo: Mar. 31–Aug. 4, 1943..... 585
Principles applying to aid to U.S. Forces: Apr. 17 and 19, 1945..... 606
Status and facilities to be accorded forces engaged in occupation of Germany and Austria: Apr. 29, 1948... 661
Australia
Air services, facilities at Eagle Farm and Amberley, Queensland: Mar. 10, 1947..... 181
Air transport services: Dec. 3, 1946..... 170
Copyright: Dec. 29, 1949..... 194
Educational and cultural program, financing: Nov. 26, 1949.... 187
Lend-lease: Sept. 3, 1942..... 146
Lend-lease settlement: June 7, 1946..... 164
Mapping, cooperative: Mar. 6 and Apr. 4, 1947..... 183
Maritime claims and litigation (Knock-for-Knock Agreement): Mar. 8, 1945..... 159
Military service: Mar. 31, July 17, and Sept. 16, 1942..... 150
Peace, advancement of: Sept. 6, 1940..... 143
Prizes, jurisdiction over: Nov. 10, 1942, and May 10, 1944.... 155
Real and personal property, tenure and disposition: May 27, 1936..... 140
Austria (*see also* Austria-Hungary)
Air transport services: Oct. 8, 1947..... 393
Arbitration: Aug. 16, 1928..... 353
Assistance to people of Austria (*see also* Relief assistance, *infra*): Jan. 2, 1948..... 400
Claims. *See* War losses, *infra*.

Page

Austria—Continued
Commerce and navigation (*see also* Friendly relations *and* Friendship, commerce, and consular rights, *infra*)
Aug. 27, 1829..... 202
May 8, 1848..... 207
Conciliation: Aug. 16, 1928..... 356
Debt funding
May 8, 1930..... 365
Sept. 14, 1932..... 376
Economic cooperation: July 2, 1948..... 404
Extradition
July 3, 1856..... 211
Jan. 31, 1930..... 358
May 19, 1934..... 378
Finance, counterpart funds: July 1, 1949..... 424
Friendly relations, establishing: Aug. 24, 1921..... 215
Relevant parts of Treaty of St. Germain-en-Laye: Sept. 10, 1919..... 218
Friendship, commerce, and consular rights
June 19, 1928..... 341
Jan. 20, 1931..... 372
Military occupation
Costs (*see also* War accounts and claims, *infra*): June 21, 1947..... 383
Most-favored-nation treatment for areas under occupation or control: July 2, 1948... 417
Status and facilities to be accorded U.S. Forces engaged in occupation. *See under* Belgium: Civil affairs.
Narcotic drugs
Apr. 10 and July 24, 1931..... 373
Publications exchange: Mar. 11 and 23, 1949..... 422
Relief assistance
June 25, 1947..... 387
Feb. 3 and 11, 1949..... 419
Tobacco: Dec. 24, 1863..... 214
Visas and visa fees for nonimmigrants
Jan. 12, 1926..... 337
June 10 and 28 and July 12, 1949..... 429
War accounts and claims, settlement: June 21, 1947..... 380
War losses (claims): Nov. 26, 1924..... 336

Page

Austria-Hungary
Arbitration
Jan. 15, 1909 ... 442
May 6, 1914 ... 446
Consular officers; rights, privileges and immunities: July 11, 1870 ... 429
Copyright: Jan. 30, 1912 ... 444
Naturalization: Sept. 20, 1870 ... 437
Trademarks: Nov. 25, 1871 ... 440
Aviation. *See* Air clauses, Treaty of St. Germain-en-Laye; Air photography; Air service facilities at Eagle Farm and Amberley, Queensland; Air transport services *and* Airworthiness certificates.
Aviation missions
Civil: Bolivia, Aug. 26 and Nov. 3, 1947 ... 778
Military
Argentina
Sept. 12, 1939 ... 78
June 29, 1940 ... 96
June 23 and Sept. 2, 1943 ... 120
Bolivia: Sept. 4, 1941 ... 743
Brazil: Jan. 17, 1941 ... 899

Battle monuments (*see also* War graves), Belgium
Oct. 4, 1929 ... 551
June 6 and July 23, 1947 ... 654
Jan. 17 and 31, 1949 ... 705
Belgian Congo, criminal offenses committed by U.S. Armed Forces in, jurisdiction: Belgium, Mar. 31–Aug. 4, 1943 ... 585
Belgium (*see also* Belgo-Luxembourg Economic Union)
Air transport services
Feb. 1, 1946 ... 612
Apr. 5, 1946 ... 620
Airworthiness certificates: Oct. 22, 1932 ... 564
Arbitration: Mar. 20, 1929 ... 547
Battle monuments (*see also* War graves, *infra*)
Oct. 4, 1929 ... 551
June 6 and July 23, 1947 ... 654
Jan. 17 and 31, 1949 ... 705
Civil affairs
Administration and jurisdiction: May 16, 1944 ... 590
War material and property: Apr. 2, 1946 ... 615

Page

Belgium—Continued
Civil affairs—Continued
Status and facilities to be accorded U.S. Forces engaged in occupation of Germany and Austria: Apr. 29, 1948 ... 661
Claims, war damage: Dec. 5, 1949–Mar. 12, 1951 ... 709
Commerce and navigation
Nov. 10, 1845 ... 448
July 17, 1858 ... 454
May 20, 1863 ... 468
July 20, 1863 (extinguishing Scheldt dues) ... 471
Dec. 5, 1868 (consular officers) ... 478
Dec. 20, 1868 (trademarks) ... 483
Mar. 8, 1875 ... 489
Conciliation: Mar. 20, 1929 ... 549
Consular officers; rights, privileges and immunities
Dec. 5, 1868 ... 478
Mar. 9, 1880 ... 494
Customs privileges for foreign service personnel: Feb. 26 and May 28, 1948 ... 670
Debt funding
Aug. 18, 1925 ... 531
June 10, 1932 ... 561
Economic cooperation
July 2, 1948 ... 678
Nov. 22 and 29, 1948 ... 703
Educational and cultural programs, financing: Oct. 8, 1948 ... 692
Extradition
Mar. 19, 1874 ... 485
June 13, 1882 ... 501
Oct. 26, 1901 ... 508
June 20, 1935 ... 566
Jurisdiction over criminal offenses committed by U.S. Armed Forces in Belgian Congo (*see also* Military penal jurisdiction, *infra*): Mar. 31–Aug. 4, 1943 ... 585
Lend-lease (*see also* Lend-lease settlement, *infra*)
June 16, 1942 ... 571
Jan. 30, 1943 ... 582
Apr. 17 and 19 and May 19, 1945 (supplies and services) ... 594
Apr. 17 and 19, 1945 (principles applying to aid to U.S. Armed Forces) ... 606
Lend-lease settlement
Sept. 24, 1946 ... 631
May 12, 1949 ... 703
Liquors, intoxicating, smuggling of: Dec. 9, 1925 ... 539

Page

Belgium—Continued
Load-line certificates, recognition: Oct. 7, 1931, and Feb. 4 and Apr. 19, 1932 556
Military penal jurisdiction
July 5 and Sept. 6, 1918 517
Sept. 2–Nov. 10, 1919 519
Military service: Mar. 31–Oct. 16, 1942 575
Most-favored-nation treatment for areas under occupation or control: July 2, 1948 676
Narcotic drugs: Feb. 6 and June 13, 1928 545
Naturalization: Nov. 16, 1868 476
Postal convention: Dec. 21, 1859 .. 459
Ruanda-Urundi, U.S. and Belgian rights in: Apr. 18, 1923, and Jan. 21, 1924 523
Scheldt dues, extinguishing: July 20, 1863 471
Taxation, double
Income taxes: Oct. 28, 1948, and Sept. 9, 1952 702
Shipping profits: Jan. 28, 1936 .. 568
Trademarks
Dec. 20, 1868 483
Apr. 7, 1884 506
Nov. 27, 1905 (protection of trademarks in China) 514
Visa fees for nonimmigrants, waiver
Apr. 2 and 8, 1927 543
Nov. 26 and Dec. 15, 1930 554
Mar. 27, 1946–Feb. 3, 1947 651
Visas
Waiver for American citizens and extension of validity for Belgian citizens: Oct. 12 and 26, 1948 698
Waiver for nonimmigrants
Apr. 2 and 8, 1927 543
Nov. 26 and Dec. 15, 1930 ... 554
War graves
Aug. 24, 1921 (provisions of treaty of St. Germain-en-Laye: Sept. 10, 1919) 233
Feb. 13 and 15, 1922 521
June 6 and July 23, 1947 654
Jan. 17 and 31, 1949 705
Belgo-Luxembourg Economic Union
Feb. 27, 1935 (reciprocal trade) .. 710
May 4 and July 11, 1946 (special tariff position of Philippines). 715
Oct. 30, 1947 (reciprocal trade) ... 718

Page

Bolivia
Agricultural experiment station
Dec. 30, 1946, and May 16, 1947. 777
May 17 and June 4, 1948 783
Air transport services: Sept. 29, 1948 787
Airworthiness certificates: Jan. 2 and 29, 1947 774
Aviation missions
Civil: Aug. 26 and Nov. 3, 1947. 778
Military: Sept. 4, 1941 743
Commerce. *See* Peace, friendship, commerce, and navigation, *infra*.
Cooperative education program
Sept. 5 and 7, 1944 771
July 6 and Aug. 9, 1948 787
Aug. 1, 1947, and May 16, 1949. 787
July 28 and 29, 1949 791
Extradition: Apr. 21, 1900 735
Health and sanitation program
July 15 and 16, 1942 759
Aug. 1 and 8, 1944 768
July 1 and 14, 1948 784
July 28 and 29, 1949 788
Lend-lease: Dec. 6, 1941 749
Military missions
Sept. 4, 1941 (military aviation). 743
Aug. 11, 1942 762
Peace, advancement of: Jan. 22, 1914 740
Peace, friendship, commerce, and navigation
May 13, 1858 721
May 4 and June 10, 1946 (special tariff position of the Philippines) 772
Publications exchange: Jan. 26 and 31, 1942 753
Brazil
Air transport services: Sept. 6, 1946 1022
Arbitration: Jan. 23, 1909 818
Arbitration of claim of George C. Benner, et al., Sept. 6, 1902 .. 814
Aviation mission, military. *See under* Military missions, *infra*.
Claims: Jan. 27, 1849 804
Commerce. *See* Peace, friendship, commerce, and navigation, *and* Trade, reciprocal, *infra*.
Customs matters, most-favored-nation treatment: Oct. 18, 1923 829
Customs privileges for foreign service personnel: Oct. 11, 1940 .. 897

Page

Brazil—Continued
Education, cooperative programs
Rural: Jan. 21 and Feb. 15, 1946 ... 999
Vocational industrial
Mar. 26 and Apr. 5, 1946 ... 1009
July 23 and Oct. 21 and 27, 1948 ... 1055
Aug. 23 and Sept. 29, 1949 ... 1077
Extradition: May 14, 1897 ... 808
Foodstuffs production (*see also* Mobilization of productive resources, *infra*): Sept. 3, 1942 ... 932
Health and sanitation programs
Mar. 14, 1942 ... 919
Nov. 9 and 25, 1943 ... 960
July 28 and Aug. 23, 1944 ... 986
Dec. 15 and 30, 1948 ... 1071
July 22 and Aug. 31, 1949 ... 1074
July 17, 1942 (Amazon Valley). 928
Feb. 10, 1943 (Rio Doce Valley). 952
Lend-lease
Oct. 1, 1941 ... 905
Mar. 3, 1942 ... 909
Lend-lease settlement: June 28, 1946 ... 1019
Military missions (*see also* Military personnel, Naval mission *and* Naval officer detail, *infra*)
May 10, 1934 ... 842
July 21 and 23, 1934 ... 847
June 20 and Oct. 29, 1935 ... 860
Nov. 12, 1936 ... 868
Nov. 12, 1938 ... 877
Jan. 17, 1941 (military and military aviation) ... 899
July 29, 1948 (advisory) ... 1050
Military personnel: Dec. 15, 1947, and Feb. 2, 1948 ... 1045
Military service: Jan. 23, Apr. 28, and May 24, 1943 ... 955
Mineral resources survey: Nov. 26, 1948 ... 1066
Mobilization of productive resources (*see also* Foodstuffs production, *supra*, and Rubber production, *infra*): Mar. 3, 1942 ... 913
Naturalization: Apr. 27, 1908 ... 816
Naval mission (*see also* Military missions, *supra, and* Naval officer detail, *infra.*)
Nov. 6, 1922 ... 823
May 26, 1927 ... 831
June 25, 1932 ... 837
May 27, 1936 ... 862
May 7, 1942 ... 922
Jan. 3–Sept. 17, 1946 ... 1034

Page

Brazil—Continued
Naval officer detail: Sept. 29, 1944. 991
Peace, advancement of: July 24, 1914 ... 820
Peace, friendship, commerce, and navigation: Dec. 12, 1828 ... 792
Publications exchange: June 15 and 24, 1940 ... 883
Rice
Dec. 21, 1943 ... 969
July 20, 1945 ... 996
Dec. 23, 1946 ... 1041
Rubber production: Mar. 3, 1942. 916
Taxation, double (shipping profits): Mar. 5, 1929–Sept. 1, 1930 ... 832
Trade, reciprocal
Feb. 2, 1935 ... 849
June 30, 1948 ... 1048
Trademarks: Sept. 24, 1878 ... 807
Vessels, chartering
Sept. 30, 1942 ... 936
Dec. 7, 1942 ... 949
Vessels, return of chartered: Apr. 14, 1944 ... 983
Waiver of visa fees for nonimmigrants: Dec. 16 and 17, 1937. 874
Brunei (peace, friendship, commerce and navigation): June 23, 1850. 1080
Bulgaria
Arbitration: Jan. 21, 1929 ... 1094
Certificates of origin accompanying merchandise, waiver of legalization: Jan. 5, 1938 ... 1105
Commercial relations: Aug. 18, 1932 ... 1100
Conciliation: Jan. 21, 1929 ... 1097
Extradition
Mar. 19, 1924 ... 1086
June 8, 1934 ... 1103
Naturalization: Nov. 23, 1923 ... 1083
Visa fees for nonimmigrants, reduction: June 19 and 29, 1925 ... 1092
Burma
Air transport services: Sept. 28, 1949 ... 1121
Educational and cultural programs, financing
Dec. 22, 1947 ... 1108
Dec. 18, 1948, and May 12, 1949. 1119
Publications exchange: Jan. 26 and Apr. 5, 1948 ... 1116

Certificates, load-line, recognition of: Belgium, Oct. 7, 1931, and Feb. 4 and Apr. 19, 1932 ... 556

Page

Certificates of airworthiness
Belgium: Oct. 22, 1932..... 564
Bolivia: Jan. 2 and 29, 1947..... 774
Certificates of origin accompanying merchandise, waiver of legalization: Bulgaria, Jan. 5, 1938.... 1105
China, protection of trademarks in: Belgium, Nov. 27, 1905..... 514
Civil affairs, Belgium
Administration and jurisdiction: May 16, 1944..... 590
War material and property: Apr. 2, 1946..... 615
Status and facilities to be accorded U.S. Forces engaged in occupation of Germany and Austria: Apr. 29, 1948..... 661
Claim of George C. Benner, et al., arbitration: Brazil, Sept. 6, 1902. 814
Claims
Australia (maritime claims and litigation): Mar. 8, 1945..... 159
Austria
War accounts and claims, settlement: June 21, 1947..... 380
War losses: Nov. 26, 1924..... 336
Belgium (war damage claims): Dec. 5, 1949–Mar. 12, 1951.. 709
Brazil: Jan. 27, 1849..... 804
Commercial property. *See* Copyright *and* Trademarks.
Commercial relations (*see also* Friendly relations)
Algiers
Sept. 5, 1795 (peace and amity). 32
June 30 and July 3, 1815 (peace)..... 45
Dec. 22 and 23, 1816 (peace and amity)..... 51
Argentina
Friendship, commerce, and navigation: July 27, 1853..... 61
Fuel and vegetable oils: May 9, 1945..... 122
Reciprocal trade: Oct. 14, 1941. 102
Vegetable oils: Sept. 19, 1946.. 131
Austria
Commerce and navigation
Aug. 27, 1829..... 202
May 8, 1848..... 207
Economic cooperation: July 2, 1948..... 404
Establishing friendly relations: Aug. 24, 1921..... 215
Friendship, commerce, and consular rights
June 19, 1928..... 341
Jan. 20, 1931..... 372

Page

Commercial relations—Continued
Austria—Continued
Most-favored-nation treatment for areas under occupation or control: July 2, 1948... 417
Tobacco: Dec. 24, 1863..... 214
Belgium (*see also* Belgo-Luxembourg Economic Union, *infra*)
Airworthiness certificates: Oct. 22, 1932..... 564
Commerce and navigation
Nov. 10, 1845..... 448
July 17, 1858..... 454
May 20, 1863..... 468
July 20, 1863 (extinguishing Scheldt dues)..... 471
Dec. 5, 1868 (consular officers)..... 478
Dec. 20, 1868 (trademarks).. 483
Mar. 8, 1875..... 489
Economic cooperation
July 2, 1948..... 678
Nov. 22 and 29, 1948..... 703
Load-line certificates, recognition: Oct. 7, 1931, and Feb. 4 and Apr. 19, 1932..... 556
Most-favored-nation treatment for areas under occupation or control: July 2, 1948... 676
Belgo-Luxembourg Economic Union
Reciprocal trade
Feb. 27, 1935..... 710
May 4 and July 11, 1946 (special tariff position of Philippines)..... 715
Oct. 30, 1947..... 718
Bolivia
Certificates of airworthiness for export: Jan. 2 and 29, 1947. 774
Peace, friendship, commerce, and navigation: May 13, 1858.. 721
Special tariff position of the Philippines: May 4 and June 10, 1946..... 772
Brazil
Mobilization of productive resources: Mar. 3, 1942..... 913
Most-favored-nation treatment in customs matters: Oct. 18, 1923..... 829
Peace, friendship, commerce, and navigation: Dec. 12, 1828.. 792
Reciprocal trade
Feb. 2, 1935..... 849
June 30, 1948..... 1048

Page

Commercial relations—Continued
Brunei (peace, friendship, commerce, and navigation): June 23, 1850 1080
Bulgaria
Aug. 18, 1932 1100
Jan. 5, 1938 (certificates of origin accompaning merchandise) 1105
Conciliation (*see also* Arbitration; Peace, advancement of; *and* Peace and amity)
Albania: Oct. 22, 1928 17
Austria: Aug. 16, 1928 356
Belgium: Mar. 20, 1929 549
Bulgaria: Jan. 21, 1929 1097
Consular rights
Afghanistan (friendship; diplomatic and consular representation): Mar. 26, 1936 1
Austria (friendship, commerce, and consular rights)
June 19, 1928 341
Jan. 20, 1931 372
Austria-Hungary (rights, privileges, and immunities of consular officers): July 11, 1870 429
Belgium
Customs privileges for foreign service personnel: Feb. 26 and May 28, 1948 670
Rights, privileges, and immunities of consular officers
Dec. 5, 1868 478
Mar. 9, 1880 494
Brazil (customs privileges for foreign service personnel): Oct. 11, 1940 897
Copyright
Argentina: Apr. 28–Sept. 3, 1934 . 72
Australia: Dec. 29, 1949 194
Austria-Hungary: Jan. 30, 1912 .. 444
Criminal offenses committed by U.S. Armed Forces in Belgian Congo, jurisdiction (*see also* Military penal jurisdiction): Belgium, Mar. 31–Aug. 4, 1943 585
Cultural and educational programs, financing
Australia: Nov. 26, 1949 187
Belgium: Oct. 8, 1948 692
Burma
Dec. 22, 1947 1108
Dec. 18, 1948, and May 12, 1949. 1119
Customs matters, most-favored-nation treatment: Brazil, Oct. 18, 1923 829

Page

Customs privileges for foreign service personnel
Belgium: Feb. 26 and May 28, 1948 670
Brazil: Oct. 11, 1940 897

Debt funding
Austria
May 8, 1930 365
Sept. 14, 1932 376
Belgium
Aug. 18, 1925 531
June 10, 1932 561
Diplomatic and consular representation (*see also* Consular rights): Afghanistan, Mar. 26, 1936 1
Drugs. *See* Narcotic drugs.

Economic clauses in Treaty of St. Germain-en-Laye: Sept. 10, 1919 268
Economic cooperation
Austria: July 2, 1948 404
Belgium
July 2, 1948 678
Nov. 22 and 29, 1948 703
Economic resources
Brazil, Mar. 3, 1942 (mobilization of productive resources) 913
Mar. 3, 1942 (rubber production). 916
Sept. 3, 1942 (foodstuffs production) 932
Nov. 26, 1948 (mineral resources survey) 1066
Economic Union, Belgo-Luxembourg. *See* Belgo-Luxembourg Economic Union.
Education
Bolivia, cooperative program
Sept. 5 and 7, 1944 771
July 6 and Aug. 9, 1948 787
Aug. 1, 1947, and May 16, 1949. 787
July 28 and 29, 1949 791
Brazil
Rural program: Jan. 21 and Feb. 15, 1946 999
Vocational industrial program
Mar. 26 and Apr. 5, 1946 1009
July 23 and Oct. 21 and 27, 1948 1055
Aug. 23 and Sept. 29, 1949 .. 1077
Educational and cultural programs, financing
Australia: Nov. 26, 1949 187
Belgium: Oct. 8, 1948 692
Burma
Dec. 22, 1947 1108
Dec. 18, 1948 and May 12, 1949. 1119

Page

Extradition
Albania: Mar. 1, 1933 22
Argentina: Sept. 26, 1896 67
Austria
July 3, 1856 211
Jan. 31, 1930 358
May 19, 1934 378
Belgium
Mar. 19, 1874 485
June 13, 1882 501
Oct. 26, 1901 508
June 20, 1935 566
Bolivia: Apr. 21, 1900 735
Brazil: May 14, 1897 808
Bulgaria
Mar. 19, 1924 1086
June 8, 1934 1103

Finance
Claims. *See* Claims.
Clauses in Treaty of St. Germain-en-Laye: Sept. 10, 1919 254
Costs, occupation: Austria, June 21, 1947 ..... 380, 383
Counterpart funds: Austria, July 1, 1949 424
Lend-lease settlement. *See* Lend-lease settlement.
Scheldt dues, extinguishing: Belgium, July 20, 1863 471
Taxation, double. *See* Taxation, double.
Foodstuffs production: Brazil, Sept. 3, 1942 932
Foreign service personnel (*see also* Consular rights), customs privileges
Belgium: Feb. 26 and May 28, 1948 670
Brazil: Oct. 11, 1940 897
Friendly relations (*see also* Commercial relations)
Afghanistan (friendship; diplomatic and consular representation): Mar. 26, 1936 1
Algiers (peace and amity)
Sept. 5, 1795 32
June 30 and July 3, 1815 45
Dec. 22 and 23, 1816 51
Argentina (friendship, commerce, and navigation): July 27, 1853 61
Austria
Establishing friendly relations: Aug. 24, 1921 215
Relevant parts of Treaty of St. Germain-en-Laye: Sept. 10, 1919 218

Page

Friendly relations—Continued
Austria—Continued
Friendship, commerce and consular rights
June 19, 1928 341
Jan. 20, 1931 372
Bolivia (peace, friendship, commerce, and navigation): May 13, 1858 721
Brazil (peace, friendship, commerce, and navigation): Dec. 12, 1828 792
Brunei (peace, friendship, commerce, and navigation): June 23, 1850 1080
Fuel and vegetable oils: Argentina, May 9, 1945 122

German East Africa. *See* Ruanda-Urundi.
Germany, occupation of
Most-favored-nation treatment for areas under occupation or control: Belgium, July 2, 1948 .. 676
Status and facilities to be accorded U.S. Forces engaged in occupation of Germany and Austria: Belgium, April 29, 1948. 661
Graves, war. *See* War graves.

Health and sanitation programs
Bolivia
July 15 and 16, 1942 759
Aug. 1 and 8, 1944 768
July 1 and 14, 1948 784
July 28 and 29, 1949 788
Brazil
Mar. 14, 1942 919
July 17, 1942 (Amazon Valley). 928
Feb. 10, 1943 (Rio Doce Valley). 952
Nov. 9 and 25, 1943 960
July 28 and Aug. 23, 1944 986
Dec. 15 and 30, 1948 1071
July 22 and Aug. 31, 1949 1074

Immigration. *See* Passports, Visa fees, *and* Visas.
Income taxes (double taxation): Belgium, Oct. 28, 1948, and Sept. 9, 1952 702
Industrial education program, Brazil. *See under* Brazil.

Jurisdiction, administration and (civil affairs): Belgium, May 16, 1944 590

Page

Jurisdiction over criminal offenses
Committed by U.S. Armed Forces in Belgian Congo: Belgium, Mar. 31–Aug. 4, 1943..... 585
Military penal jurisdiction, Belgium
July 5 and Sept. 6, 1918..... 517
Sept. 2–Nov. 10, 1919..... 519
Jurisdiction over prizes: Australia, Nov. 10, 1942, and May 10, 1944..... 155

Knock-for-Knock Agreement (maritime claims and litigation): Australia, Mar. 8, 1945..... 159

Lend-lease (*see also* Lend-lease settlement)
Australia: Sept. 3, 1942..... 146
Belgium
June 16, 1942..... 571
Jan. 30, 1943..... 582
Apr. 17 and 19, and May 19, 1945 (supplies and services). 594
Apr. 17 and 19, 1945 (principles applying to aid to U.S. Armed Forces)..... 606
Bolivia: Dec. 6, 1941..... 749
Brazil
Oct. 1, 1941..... 905
Mar. 3, 1942..... 909
Lend-lease settlement
Australia: June 7, 1946..... 164
Belgium
Sept. 24, 1946..... 631
May 12, 1949..... 708
Brazil: June 28, 1946..... 1019
Liquors, intoxicating, smuggling of: Belgium, Dec. 9, 1925..... 539
Load-line certificates, recognition: Belgium, Oct. 7, 1931, and Feb. 4 and Apr. 19, 1932..... 556
Luxembourg. *See* Belgo-Luxembourg Economic Union.

Mapping, cooperative: Australia, Mar. 6 and Apr. 4, 1947..... 183
Maritime matters (*see also* Vessels)
Arbitration of claim of George C. Benner, et al.: Brazil, Sept. 6, 1902..... 814
Jurisdiction over prizes: Australia, Nov. 10, 1942, and May 10, 1944..... 155
Knock-for-Knock Agreement: Australia, Mar. 8, 1945..... 159
Naval clauses in Treaty of St. Germain-en-Laye, Sept. 10, 1919. 218

Page

Maritime matters—Continued
Naval mission, Brazil. *See* Naval mission, Brazil.
Military, naval and air clauses (Treaty of St. Germain-en-Laye): Sept. 10, 1919..... 218
Military cemeteries. *See* Battle monuments *and* War graves.
Military missions (*see also* Naval mission, Brazil)
Argentina
Sept. 12, 1939 (aviation)..... 78
June 29, 1940 (aviation)..... 96
June 23 and Sept. 2, 1943..... 120
Oct. 6, 1948 (advisory)..... 134
Bolivia
Sept. 4, 1941 (aviation)..... 743
Aug. 11, 1942..... 762
Brazil (*see also* Military personnel)
May 10, 1934..... 842
July 21 and 23, 1934..... 847
June 20 and Oct. 29, 1935..... 860
Nov. 12, 1936..... 868
Nov. 12, 1938..... 877
Jan. 17, 1941 (military and military aviation)..... 899
July 29, 1948 (advisory)..... 1050
Military penal jurisdiction, Belgium (*see also* Belgium: Jurisdiction over criminal offenses)
July 5 and Sept. 6, 1918..... 517
Sept. 2–Nov. 10, 1919..... 519
Military personnel: Brazil, Dec. 15, 1947, and Feb. 2, 1948..... 1045
Military service (*see also* Armed forces)
Australia: Mar. 31, July 17, and Sept. 16, 1942..... 150
Belgium: Mar. 31–Oct. 16, 1942.. 575
Brazil: Jan. 23, Apr. 28, and May 24, 1943..... 955
Mineral resources survey, Brazil: Nov. 26, 1948..... 1066
Most-favored-nation treatment
Albania: June 23 and 25, 1922... 9
Austria (for areas under occupation or control): July 2, 1948.... 417
Belgium (for areas under occupation or control): July 2, 1948.. 676
Brazil (in customs matters): Oct. 18, 1923..... 829

Narcotic drugs
Austria: Apr. 10 and July 24, 1931. 373
Belgium: Feb. 6 and June 13, 1928. 545

Page

Naturalization
Albania
June 23 and 25, 1922 9
Apr. 5, 1932 20
Austria-Hungary: Sept. 20, 1870 .. 437
Belgium: Nov. 16, 1868 476
Brazil: Apr. 27, 1908 816
Bulgaria: Nov. 23, 1923 1083
Naval clauses in Treaty of St. Germain-en-Laye: Sept. 10, 1919 ... 218
Naval mission, Brazil (*see also* Military missions *and* Naval officer detail)
Nov. 6, 1922 823
May 26, 1927 831
June 25, 1932 837
May 27, 1936 862
May 7, 1942 922
Jan. 3–Sept. 17, 1946 1034
Naval officer detail: Brazil, Sept. 29, 1944 991
Navigation (*see also under* Commercial relations)
Argentina (navigation of Paraná and Uruguay Rivers): July 10, 1853 58
Belgium (extinguishing Scheldt dues): July 20, 1863 471
Treaty of St. Germain-en-Laye, Sept. 10, 1919 (waterways) .. 314

Occupation, military
Accounts and claims incident to operation of U.S. Forces: Austria, June 21, 1947 380
Costs of U.S. Forces: Austria, June 21, 1947 383
Most-favored-nation treatment for areas under occupation or control
Austria: July 2, 1948 417
Belgium: July 2, 1948 676
Status and facilities to be accorded U.S. Forces engaged in occupation of Germany and Austria: Belgium, Apr. 29, 1948 661
Oils, Argentina
Fuel and vegetable: May 9, 1945 . 122
Vegetable: Sept. 19, 1946 131

Paraná and Uruguay Rivers, navigation: Argentina, July 10, 1853 .. 58
Passports (*see also* Visa fees *and* Visas): Albania, June 23 and 25, 1922 .. 9
Peace, advancement of (*see also* Arbitration *and* Conciliation)
Australia: Sept. 6, 1940 143

Page

Peace, advancement of—Continued
Bolivia: Jan. 22, 1914 740
Brazil: July 24, 1914 820
Peace and friendship. *See under* Friendly relations.
Philippines, special tariff position
Belgo-Luxembourg Economic Union: May 4 and July 11, 1946 715
Bolivia: May 4 and June 10, 1946. 772
Postal convention: Belgium, Dec. 21, 1859 459
Prisoners of war provisions in Treaty of St. Germain-en-Laye: Sept. 10, 1919 231
Prizes of war, jurisdiction: Australia, Nov. 10, 1942, and May 10, 1944. 155
Property
Artistic, literary and scientific. *See* Copyright *and* Trademarks.
Claims. *See* Claims.
Prizes of war, jurisdiction: Australia, Nov. 10, 1942, and May 10, 1944 155
Real and personal, tenure and disposition: Australia, May 27, 1936 140
War material and property: Belgium, Apr. 2, 1946 651
Publications exchange
Afghanistan: Feb. 29, 1944 3
Argentina: Sept. 30 and Oct. 17, 1939 83
Austria: Mar. 11 and 23, 1949 ... 422
Bolivia: Jan. 26 and 31, 1942 753
Brazil: June 15 and 24, 1940 883
Burma: Jan. 26 and Apr. 5, 1948. 1116

Radio communications, air service facilities at Eagle Farm and Amberley, Queensland: Australia, Mar. 10, 1947 181
Relief assistance (*see also* Lend-lease)
Albania: Apr. 11, 1945 28
Austria
June 25, 1947 387
Jan. 2, 1948 400
Feb. 3 and 11, 1949 419
Reparation (Treaty of St. Germain-en-Laye): Sept. 10, 1919 234
Rice, Brazil
Dec. 21, 1943 969
July 20, 1945 996
Dec. 23, 1946 1041
Ruanda-Urundi, U.S. and Belgian rights in: Belgium, Apr. 18, 1923, and Jan. 21, 1924 523

Page

Rubber production: Brazil, Mar. 3, 1942 ... 916

St. Germain-en-Laye, Treaty of (parts relevant to 1921 treaty with Austria establishing friendly relations), Sept. 10, 1919 ... 218
- Aerial navigation ... 313
- Economic clauses ... 268
- Financial clauses ... 254
- Military, naval, and air clauses ... 218
- Ports, waterways, and railways ... 314
- Prisoners of war and graves ... 231
- Property rights and interests ... 286
- Reparation ... 234
- Treaties ... 273

Sanitation programs. *See* Health and sanitation programs.

Scheldt dues, extinguishing: Belgium, July 20, 1863 ... 471

Sepultures of American soldiers. *See* War graves.

Shipping profits, double taxation
- Belgium: Jan. 28, 1936 ... 568
- Brazil: Mar. 5, 1929–Sept. 1, 1930. 832

Smuggling
- Intoxicating liquors: Belgium, Dec. 9, 1925 ... 539
- Narcotic drugs. *See* Narcotic drugs.

Taxation, double
- Belgium
  - Income taxes: Oct. 28, 1948, and Sept. 9, 1952 ... 702
  - Shipping profits: Jan. 28, 1936. 568
- Brazil, shipping profits: Mar. 5, 1929–Sept. 1, 1930 ... 832

Tobacco: Austria, Dec. 24, 1863 ... 214

Trade, reciprocal (*see also* Commercial relations)
- Argentina: Oct. 14, 1941 ... 102
- Belgo-Luxembourg Economic Union
  - Feb. 27, 1935 ... 710
  - May 4 and July 11, 1946 (special tariff position of Philippines) ... 715
  - Oct. 30, 1947 ... 718
- Brazil
  - Feb. 2, 1935 ... 849
  - June 30, 1948 ... 1048

Trademarks
- Austria-Hungary: Nov. 25, 1871 .. 440
- Belgium
  - Dec. 20, 1868 ... 483
  - Apr. 7, 1884 ... 506
  - Nov. 27, 1905 (protection of trademarks in China) ... 514
- Brazil: Sept. 24, 1878 ... 807

Page

Uruguay River, navigation: Argentina, July 10, 1853 ... 58

Vegetable oils, Argentina
- May 9, 1945 ... 122
- Sept. 19, 1946 ... 131

Vessels (*see also* Maritime matters *and* Navigation)
- Australia (jurisdiction over prizes of war): Nov. 10, 1942, and May 10, 1944 ... 155
- Belgium (recognition of load-line certificates): Oct. 7, 1931, and Feb. 4 and Apr. 19, 1932 ... 556
- Brazil
  - Chartering vessels
    - Sept. 30, 1942 ... 936
    - Dec. 7, 1942 ... 949
  - Return of chartered vessels: Apr. 14, 1944 ... 983

Visa fees for nonimmigrants (*see also* Passports *and* Visas)
- Reduction
  - Austria: Jan. 12, 1926 ... 337
  - Bulgaria: June 19 and 29, 1925. 1092
- Waiver
  - Albania: May 7, 1926 ... 12
  - Argentina: Apr. 15, 1942 ... 117
  - Austria: June 10 and 28 and July 12, 1949 ... 426
  - Belgium
    - Apr. 2 and 8, 1927 ... 543
    - Nov. 26 and Dec. 15, 1930 ... 554
    - Mar. 27, 1946–Feb. 3, 1947 .. 651
  - Brazil: Dec. 16 and 17, 1937 .. 874

Visas (*see also* Passports)
- Austria, waiver of visas and visa fees for nonimmigrants: June 10 and 28 and July 12, 1949 ... 426
- Belgium
  - Waiver for American citizens and extension of period of validity for Belgian citizens: Oct. 12 and 26, 1948 ... 698
  - Waiver of visas and visa fees for nonimmigrants
    - Apr. 2 and 8, 1927 ... 543
    - Nov. 26 and Dec. 15, 1930 ... 554
    - Mar. 27, 1946–Feb. 3, 1947 .. 651

War claims
- Australia (maritime claims and litigation): Mar. 8, 1945 ... 159
- Austria
  - Losses: Nov. 26, 1924 ... 336
  - Settlement of war accounts and claims: June 21, 1947 ... 380

	Page
War claims—Continued	
Belgium (damage): Dec. 5, 1949–Mar. 12, 1951	709
War debts. *See* Debt funding.	
War graves	
Austria, Aug. 24, 1921 (provisions of Treaty of St. Germain-en-Laye: Sept. 10, 1919)	233
Belgium	
Feb. 13 and 15, 1922	521
June 6 and July 23, 1947 (and battle monuments)	654
War graves—Continued	
Belgium—Continued	
Jan. 17 and 31, 1949 (and battle monuments)	705
War material and property: Belgium, Apr. 2, 1946	615
War prizes, jurisdiction over: Australia, Nov. 10, 1942, and May 10, 1944	155
Weather facilities, Australia (air services facilities): Mar. 10, 1947	181

U.S. GOVERNMENT PRINTING OFFICE: 1970

WITHDRAWN

3 3300 00337 6196

JX236
1968
.A5
v.5

61298

WITHDRAWN

Bevans, Charles I.

Treaties And Other International Agreements Of The United States Of America 1776-1949

RALPH E. WOOLLEY LIBRARY

THE CHURCH COLLEGE OF HAWAII

DEMCO